## Releasable

Date	10/22/00	11/20/00	

Document: 876126, 877719

CALIFORNIA UNION

LOS ANGELES, CALIFORNIA A CALIFORNIA STOCK COMPANY therein called "the Company"}

CERTIFICATE OF EXCESS INSURANCE

Replacing ZCX 003219

**ZCX** 00 35 65

**DECLARATIONS** 

NAMED INSURED MONSANTO COMPANY, ETAL (PER UNDERLYING POLICIES)

MAILING ADDRESS

800 NORTH LINDBERG BOULEVARD ST. LOUIS, MISSOURI 63166

Surplus Lines Tax: \$\_

POLICY PERIOD: From 4-1-79 To 4-1-80
At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 1. PRIMARY INSURANCE-

Primary Carrier(s)

Policy Number(s)

Policy Period(s)

UNDERWRITERS AT LLOYDS AND COMPANIES

SD 3025 (C)/UKL0644

4-1-78 TO 4-1-81

item 2. DESCRIPTION OF PRIMARY INSURANCE- UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$58,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

itum 3. DESCRIPTION OF EXCESS INSURANCE- EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$5,000,000. PART OF \$22,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2 ABOVE.

Item 4, PREMIUM-DEPOSIT \$20,000. MINIMUM ANNUAL PREMIUM \$20,000. AUDIT PERIOD NONE PREMIUM BASIS FLAT RATE NONE

THOMAS E.SEARS INC.

INSURANCE - REINSURANCE

REWOT HANGOOK TOWER SOLLINGS OF THE PROPERTY O BOSTON, MASS. 02116

ZZ-1885 Ptd. In U.S.A.

This is a Corrificate of Excess insurance issued by the Company to the party(s) named in the declarations thereafter referred to as the "insured")

- A. WHEREAS, the primary insurors have issued to the insured policies of insurance listed in Item 1:Primary Insurance) of the declarations (which policies, including lenewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 2 (Description of Primary Insurance) of the declarations.
- B. NOW, this Certificate is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in item 3 (Description of Excess insurance) of the declarations.
- C. The insurance afforded by this Certificate shall follow that of the primary insurance execpt: (1) anything in this certificate or the primary insurance to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured. But the Company shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit of proceeding which appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court; judgment or agreement among the Insured, the claimant and the Company, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, the Company will indemnify the Insured, pay such-amount to the claimant on behalf of the Insured; (2) the insurance afforded by this
- Certificate shart not apply to any expenses for which insurance is provided in the primary insurance; 3) the insurance afforded by this Certificate shall my assist to any claim seeking punitive or exemplary damages; 41 where amended by endorsement attached fereto.
- O. The premium for this Cuttificate is the amount stated in item 4 of the declarations and is payable upon delivery of this certificate.
- E. The Company shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.
- F. This Certificate may be canceled by the insured by surender thereof to the Company or any of its authorized representatives, or by mailing to the Company written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the primary insurance, this Certificate, to the extent of such cancelation or termination, shall clease to apply at the same time without notice to the insured. This Certificate may be canceled by the Company by mailing to the first Named insured at the address shown herein written notice stating when, not less than 30 days thereafter, such cancelation shall effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancelation stated in the notice shall become the end of the term of this Certificate. Delivery of such written notice either by the largued or by the Company. Delivery of such written notice either by the insured or by the Company shall be equivalent to marling.
- G. If the period of the primary insurance is not concurrent with the terms of this Certificate, it is agreed that for the purpose of determining the Compeny's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this Certificate shall be included.

#### NUCLEAR ENERGY LIABILITY EXCLUSION

This Cartificate does not apply:

- This Certificate does not apply:

  a. Under any Liability Goverage, to bodily injury or property damage:

  (1) with respect to which an insured under the Certificate is also an insured under a nuclear energy liability Certificate issued by Nuclear Energy Liability Insurance Association. Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an insured under any such Certificate but for its termination upon exhaustion of its limit of liability; or

  (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured, is, or had this Certificate not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

  b. Under any Medical Phyments Coverage, or under any Supplementary Pay-
- b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

  1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom:

  - or dispersed therefrom:

    1) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

    3) the bodity injury or property damage arises out of the furnishing by an insured of services, materials, pasts or equipment in connection with the planning construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat; and any property thereat;

- d. As used in this Exclusion:
  - (1) "Hazardous properties" include radioactive, toxic, or explosive properties:
  - "Nuclear material" means source material, special nuclear material or byproduct material;
  - "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
  - "Spent fuel" means any fuel element or fuel component, solid or fround, which has been used or exposed to radiation in a nuclear reactor:
- (5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
- under paragraph (e), (a) or (b) thereof;

  (b) "Nuclear facility" means: (a) any nuclear reactor, (b) any equipment or device designed or used for (i) separating the isotopes of infamium or plutonium, (ii) processing or utilizing spent fuel, or iii) handling, processing, or packaging waste; (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is 'ocated consists of or contains more such expension of plutonium or, uranium 235 or any combination thereof, or more than 250 grams of uranium 235 of any structure, basin, exavation, premises or place prepared or used for the storage or disposal of waste; and let includes the site on which any of the foregoing is located, all operations conducted on such, site, and all premises used for such operations:
- "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination

SERVICE OF SUIT (Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the insured, will submit to the jurisdiction of any court of competent jurisdiction within the Jurised States of America, at's territories or possessions, and will comply with all requirements necessary to give such Court jurisdiction all and metters arising hereunder shall be determined in accordance with the law and practice of such Court.

it is further agreed that service of process in such suit may be made upon HUGH M. SINCLAIR. President, or his nominee, of the Company at P. O. Box 7728. Philadelphia, Pennsylvania 19101 and that in any suit instituted against any one of them upon this Certificate, the Company will ablde by the inai decision of such Court or of any Appellate Court in the event of

The above-remed is: authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the 'n-

sured to give a written undertaking to the Insured that it or they writ enter a general appearance upon the Company's behalf in the event size z sure shall be instituted.

shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hareon hereby designates the Superintendent, Commissioner or Director of insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawfur attorney upon whom may be served any lawfur process in any action, suit or proceeding out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such diocess or a true copy thereof. true copy thereof.

If the insured is resident in Canada; it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

IN WITNESS WHEREOF, the CALIFORNIA UNION INSURANCE COMPANY has caused this Cartificate to be signed by its President and Secretary at Philadelphia, Pennsylvania, and countersigned on the decimations page by a duly Authorized Representative of the Company.

Bertram C. Alexan

	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 P O Box 76950	ENDORSEMENT NO. 3 TO POLICY NO. ZCX 00 35		
		EFFECTIVE DATE	APRIL 1, 1979	
HAMED INSURED	MONSANTO COMPANY, ETAL	ADDITIONAL	PREMIUM \$ NIL	
		☐ RETURN		

IT IS HEREBY AGREED AND UNDERSTOOD THAT (3), UNDER C, THE INSURANCE AFFORDED BY THIS CERTIFICATE, IS DELETED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

Authorized Representative

MONS 155685

22-12883 PTD. IN U.S.A.

	1911 7 5 1979 CAL DIVION
Califor: Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 P.O. Box 76950	ENDORSEMENT  NO. 2 TO POLICY NO. ZCX 003565
	EFFECTIVE DATE 4-1-79
NAMED MONSANTO COMPANY, ETAL	ADDITIONAL PREMIUM \$NIL
	RETURN

IT IS AGREED THAT ITEM 1. PRIMARY INSURANCE IS AMENDED AS FOLLOWS:

CARRIER: VARIOUS LONDON COMPANIES

IT IS FURTHER AGREED THAT THE SURPLUS LINES TAX PER POLICY DECLARATIONS IS AMENDED TO READ \$32.00 IN LIEU OF \$1,000.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MONS

155686

## Cat UNION

## RECEIVED

AUG 3 0 1979

INSURANCE SECTION

	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 P.O. Box 76950	NO. 1 TO POLICY NO. ZCX 003565
		EFFECTIVE DATE: 4/1/79
NAMED INSURED	MONSANTO COMPANY, ETAL	ADDITIONAL PREMIUM \$ INCLUDED
		RETURN
		**************************************

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS

AGREED THAT NOTICE OF CANCELLATION GIVEN BY THE COMPANY (AS SPECIFIED

IN CONDITION F OF THE POLICY TERMS AND CONDITIONS) IS AMENDED TO

SIXTY (60) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT

OF NON-PAYMENT OF PREMIUM IN WHICH CASE A TEN (10) DAY NOTICE OF

CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

JR/yb/1k

22-12821 PTD. IN U.S.A.

California Union Insurance Company
P.O. Box 76950, 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076

MONS 156569

ZZ-7F32 Ptd. in U.S.A

California Union Insurance Company

Los Angeles CA 90076

POLICY OF EXCESS INSURANCE

A CALIFORNIA STOCK COMPANY (herein called "the Company")

**DECLARATIONS** zcx **0**0 40 38

MONSANTO COMPANY, ETAL NAMED (PER UNDERLYING POLICIES) INSURED

800 NORTH LINDBERG BOULEVARD MAILING ST.LOUIS, MISSOURI 63166

4-1-80 <sub>Ta</sub> 4-1-81 POLICY PERIOD: From \_\_\_\_

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER BOSTON, MASS. 02116

item 1. PRIMARY INSURANCE-

Primary Carrier(s)

Policy Number(s)

Policy Period(s)

VARIOUS LONDON COMPANIES

SO 3025 (C) UKL0644

4-1-78 TO 4-1-81

Item 2. DESCRIPTION OF PRIMARY INSURANCE UMBRELLA LIABILITY: PERSONAL INJURY. PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$58,000,000.

EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE.

EXCESS OF UNDERLYING LIMITS.

item 3. DESCRIPTION OF EXCESS INSURANCE - EXCESS UMBRELLA LIABILITY: PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 5,000,000.

PART OF \$22,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2 ABOVE.

item 4. PREMIUM-

DEPOSIT: \$16,000. ANNUAL MINIMUM: \$16,000.

AUDIT PERIOD: NONE PREMIUM BASIS: FLAT RATE:

Authorized Representative

ZZ-4H07 Ptd. in U S.A 10/79

This is a Policy of Excess insurance issued by the Company to the party(s) na WHEREAS, the primary insurors have issued to the insured policies of

- insurance listed in Item 1 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insur ance described in Item, 2 (Description of Primary Insurance) of the declarations.
- 8 NOW, this Policy is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary nsurance for excess loss as specified in Item 3 (Description of Excess
- The insurance of the declarations.

  The insurance afforded by this Policy shall follow that of the primary insurance to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the insured, but the Company shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim suit or proceeding which appears reasonably likely to involve the Company, in which sent the Insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through that court judgment or agreement among the Insured, the claimant and the Company, then, the insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, the Company will indemnify the Insured, pay such parment, or the Company will, upon request of the Insured, pay such amount to the claimant on behalf of the Insured; (2) the insurence of forced by this Policy shall not apply to any expenses for which insurance
- d in the declarations (hereafter referred to as the "Insured") is provided in the primary insurance. 3' where amended by endorsement attached hereto
- D. The premium for this Policy is the amount stated in item 4 in the per arations and is payable upon delivery of this Policy
- The Company shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable
- This Policy may be canceled by the Insured by surrender thereof to the Company or any of its authorized representatives, or by mailing to the Company written notice stating when thereafter such cancelation that be effective, it being agreed, however, that in the event of company or termination of the primary insurance, this Policy, to the extent of such cancelation or termination, shall cease to apply at the sumetime without notice to the Insured. This Policy may be canceled by the Timpany by mailing to the limst Named insured at the address shown overhead written notice stating when not less than 30 days thereafter, such cancelation shall be effective. The mailing of notice as determined that one sufficient notice and the effective date of cancelation shall be come the end of the term of this Policy Discussions shall be come the end of the term of this Policy Discussion.
- If the period of the grimary insurance is not noor, much the hold of this Police, it is agreed that for the purpose of paterin, the purpose of paterin, the purpose of paterin, the purpose of the aggregate forms about cable, of the primary insurance, only loss happening during the same of this Policy shall be included.

### **NUCLEAR ENERGY LIABILITY EXCLUSION**

This Policy does not apply:

- Under any Liability Coverage, to bodily injury or property damage:

  (1) with respect to which an Insured under the Policy is also an insured under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association, Murual Atomic Energy Liability Underwinters, or Nuclear Insurance Association of Canada or would De as insured under any such Policy but for its termination upon exhaustion of its limit of hability; or resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to main
  - respect to wind half any paradial to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this Policy not been issued would be, entitled to indemnify from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof with any parson or organization;
- b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first sid, to expenses incurred with respect to bodily injury resulting from the historical properties of nuclear material and arising out of the operation of a nuclear facility by, any person or organization;
- Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

  (1) the nuclear material (a) is at any nuclear facility owned by, or oper
  - ated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;

  - dispersed therefrom; the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or the bodily injury or property demage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of; any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property demage to such nuclear facility and any groparty thereat: and any property thereat;

- As used in this Exclusion.
  - (1) "Hazardous properties" include radioactive toxic to a
  - (2)" "Nuclear meterial" means source material, special mucha or many et al or byproduct material;
  - t3) "Source material" "special nuclear material", and localities material" have the meanings given them in the Aromic Energy Act of 1954 or in any law amendatory thereof:
  - "Spant fuel" means any fuel element or fuel component, sond or liquid, which has been used or exposed to radiation in a nuclear
  - (5) "Waste" means any waste material tal containing byproduct material and (b) resulting from the operation by any person or o ganization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof
  - nuclear facility under paragraph (6), (a) or (b) thereof.

    "Nuclear facility" means: (at any nuclear reactor; (b) any equipment or device designed or used for ii) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel or (iii) handling, processing, or packaging waste; (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations:

    "Nuclear resortor" means any apparatus designed or used to such
  - "Nuclear reactor" means any apparatus designed or used to sus-tain nuclear fission in a self-supporting chein reaction or to contain a critical mass of fissionable material;
- "Property damage" includes all forms of radioactive contamina-tion of property.

SERVICE OF SUIT

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the required to the insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will cornolly with united requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at P.O. Box 76950, Los Angeles, California 90078 and that in any suit instituted against any one of them upon this Policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or, they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

Harry E. Hoyt

al X Xin

	California Union insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90075 P O Box 76950	NO 3 TO	ENDORSEMENT POLICY NO. ZCX 00 40 38 APRIL 1, 1980
NAMED INSURED	MONSANTO COMPANY, ETAL	☐ ADDITIONAL	PREMIUM \$ NIL

IT IS AGREED THAT ITEM 1 PRIMARY INSURANCE IS AMENDED AS FOLLOWS:

POLICY NUMBER
SD 5023/ UMA0223

POLICY PERIOD 4-1-80 TO 4-1-83

IT IS FURTHER AGREED THAT ENDORSEMENT NUMBER 2, IS AMENDED AS FOLLOWS:

AS RESPECTS II. QUOTA SHARE PARTICIPATION

COMFANY	POLICY NO.	PERCENT PART OF 100 PERCENT
BIRMINGHAM	SE 6073610	20%
MIDLAND	XL 706607	23%
PURITAN	ML 652287	09%
INA VARIOUS LONDON COS.	XCP 143434 SD5027/UMA0230	09% 16%
AWKTOOD FORDOM COD'	3DJU21/UPMU23U	TO /9

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MONS 156572

82-11023 PTD. IN U.S.A.

	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076	0	ENDORSEME	
	P O Box 76950	NO 2TO		
		EFFECTIVE DATE	APRIL 1,	1980
NAMED INSURED	MONSANTO COMPANY, ETAL	ADDITIONAL	PREMIUM \$	INCLUDED
		RETURN		

### PARTICIPATION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM FOR WHICH THIS CERTIFICATE IS WRITTEN, IT IS UNDERSTOOD AND AGREED THAT THE LIABILITY OF THE UNDERWRITERS IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS CERTIFICATE IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE UNDERWRITERS SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

- I. LIABILITY OF UNDERWRITERS LIMITED AS FOLLOWS:
  - 23 PERCENT PART OF 100 PERCENT.
- II. QUOTA SHARE PARTICIPATION

21-12027 PTD, IN U.S.A.

COMPANY	POLICY NO.	PERCENT PART OF 100 PERCENT
TO BE ADVISED	TO BE ADVISED	77%

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

By\_\_\_\_\_Authorized Representative

MONS 156573

CONFIDENTIAL BUSINESS INFORMATION

	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 P.D. Box 76950	ENDORSEMENT  NO. 1 TO POLICY NO. ZCX 00 40 38  EFFECTIVE DATE APRIL 1, 1980
NAMED INSURED	MONSANTO COMPANY, ETAL	☐ ADDITIONAL PREMIUM \$ INCLUDED ☐ RETURN

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS AGREED THAT NOTICE OF CANCELLATION GIVEN BY THE COMPANY (AS SPECIFIED IN CONDITION F OF THE POLICY TERMS AND CONDITIONS) IS AMENDED TO SIXTY (60) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM IN WHICH CASE A TEN (10) DAY NOTICE OF CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

CONFIDENTIAL BUSINESS INFORMATION

Authorized Representative

MONS 156574

22-12623 PTD, IN U.S.A.

מסונינע CAL

### California Union Insurance Company

Los Angeres CA 30076

POLICY OF EXCESS INSURANCE

A CALIFORNIA STOCK COMPANY therein called "the Company"!

**DECLARATIONS** zcx 00 44 38

MONSANTO COMPANY NAMED

INSURED (PER UNDERLYING POLICIES)

WAILING 800 NORTH LINDBERGH BLVD. ADDRESS ST. LOUIS, MO. 63166

POLICY PERIOD: From APRIL 1, 1981To APRIL 1, 1982 At 12.21 A.M. Standard Time at the sedies of the Named Insured as stated herein

Item 1. PRIMARY INSURANCE-

Primary Carrier(s)

### Policy Number(s)

Policy Period(s)

UNDERWRITERS AT LLOYDS, LONDON AND VARIOUS COMPANIES

SD 5023 (C) / UMA 0223

4-1-80 TO 4-1-83

(COVER NOTE)

Item 2. DESCRIPTION OF PRIMARY INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY. PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$58,000,000.

EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS

OF UNDERLYING LIMITS.

Itam 3. DESCRIPTION OF EXCESS INSURANCE- EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$5,000,000.

PART OF \$22,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE,

WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2 ABOVE.

Luren - E mage

item 4. PREMIUM- \$12,500. FLAT ANNUAL

MMc/hu/4/29/81

California Union Insurance Company
PO Box 76950, 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076

MONS. 157316

CONFIDENTIAL BUSINESS INFORMATION

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2.1. Crissis incurred cause by the Democry to the part is not unconstant. The promise is the property of the p CRO BIBLIOFS.

. andisable and to represent

The insurance attorded by this Policy shall follow that of the primary insurance expects -11 anything in this Policy or the primary insurance to the contrary notwithstanding, the Company shall not be obligated to the contrary notwithstanding, the Company shall not out prought or proceeding instituted against the insured, but the Company shall have or proceeding instituted against the Insured, but the Company shall have the tight and be given the opportunity to associate with the insured in the defense or postrol of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the Insured and the Company anall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained, however, in the avent that the amount of the excess loss becomes certain either limiting that it court judgment or agreement among the Insured, the claimant shall the Company, then, the Insured may pay the amount of skeas loss to the claimant to affect settlement and, upon submission of due proof thereof, the Company will indemnify the Insured for such that it is the company will undernify the Insured for such that it is the company will, upon request of the Insured, pay such coursely, or, the Company will, upon request of the freurad, pay such amount to the plainant on behalf of the Insured; (2) the insurence of forces by this Policy shall not apply to any expenses for which insurance

- The premium for his Policy is the smooth stated in right to this dominations and is payable upon delivery of this Policy.
- The Company shall be furnished in thicopies of the drimary insurance and all andorsements thereto which in any monner iffect this excass insurance as soon as precticable.
- This Policy may be canceled by the insured in summodal thereof to the Company or any of its authorized representatives, or o, making to the Company written notice stating when thereoffer such canceletter such canceletter such canceletten shall be effective, it being agreed, however that in the event of conceletion or termination of the grimary insurance in a Policy, to the extent of such canceletion or termination, shall cass to soot via the same time without notice to the insured. This Policy may be canceled by the Company by making to the first Named Insured at the accress shown herein written notice stating when, not less than 30 days diversaries, such canceletion shall be effective. The making of notice as storesard shall be sufficient notice and the effective date of canceletion stated in the notice shall decome the end of the team of this Policy. Delivery or such written notice either by the insured origin the Company shall be equivalent to making.
- G. If the period of the primary insurance is not concurrent with the terms of this Poicty, it is agreed that for the purpose of determining the Company's flagility for loss in excess of the against at limits where solutions, of the armary insurance, only loss is something during the term of this Policy shall be included.

#### NUCLEAR ENERGY LIABILITY EXCLUSION

#### This Poucy does not apply:

- This Poucy does not apply:

  Linear any Liability Coverage, to bodily injury or property damage:

  Stress respect to which an Insured under the Policy is also an insured under a nuclear energy liability Policy issued by Nuclear Energy
  Liboux Insurance Association. Mutual Atomic Energy Liboux Insurance Association. Mutual Atomic Energy Libility
  Onderwriters, or Nuclear Insurance Association of Cenade, or would
  be so insured under any auch Policy but for its Termination upon
  availation of its limit of liability; or
  casuating from the hazardous properties of nuclear material and with
  respect to which isiliany betach or organization is required to mentain inspiral protection pursuant to the Atomic Energy Act of 1954
  or any law amendatory thereof, or the the insured is, or had this
  Policy cotices it suised would be, entitled to indemnity from the
  United Science of America, or any agency thereof, under any agree-
  - United States of America, or any agency thereof, under any agree-ment entered into by the United States of America, or any agency thereof with any person or organization;
- Under any Medical Payments Coverege, or onder any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazerdous properties of nuclear material, and arising out of the operation of a nuclear facility by, ety person or organization;
- c. Under any Liability Coverage, to bodily injury or property damage re-sulting from the hazardous properties of nuclear material, it: (1) the nuclear material (a) is at any nuclear facility owned by, or oper-ated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom:
  - 121 the nuclear material is contained in spent fuel or weste at any time possessed, hendled, used, processed, stored, transported or dis-posed of by or on behalf of an insured; or
  - Osed or by or on benefit or an insuration of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (2) applies only to property damage to such nuclear facility. and any property therest: .

- d. As used in this Exclusion:
  - it! "Hezerdous properties" include radioactive toxic or evolosive properties:
  - "Nuclear material" means source material, special nuclear material or byproduct material;
  - (5) "Source material", "species nuclear material", and "bycraduct material" have the meanings given them in the Aramic Snergy Act of 1954 or in any law amendatory thateof.
  - "Spent fuel" means any fuel element or "Lay component, solid or liquid, which has been used or exposed to radiation in a nuclear
  - "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any paraon of or-ganization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
  - nuclear facility under paragraph (6), (a) or (b) trereot;
    "Nuclear facility" means: is) any nuclear facility in separating the isotopes of uranium or plutonium (ii) processing or utilizing spent fuel or (iii) handling, processing, or packaging weste; (c) any equipment or device used for the processing, fabricating or alloying of spacial nuclear material if at any time the total smount of such material in the custody of the insured at the premises where such equipment or device is located tronsists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excevation, premises or place prepared or used for the storage or disposal of waste; and let includes the site on which any of the foregoing is located, all operations conducted on such airs, and all premises used for such operations;
    "Nuclear reactor" means any annaratus designed or used to such
  - "Nuclear reactor" means any apparatus designed or used to sus-tain nuclear fission in a self-autoording chain reaction or to contain a critical mass of fissionable material;
  - "Property demage" includes all forms of radioactive contamination of property.

## SERVICE OF SUIT

it is agreed that in the event of the failure of the Company hereon to day any amount claimed to be due hereunder, the Company hereon, at the required of the Insured, will submit to the jurisdiction of any court of compatent jurisdiction within the United States of America and concern with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accompance with the law and practice

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, or the Company at P.C. Box 75950, Los Angeles, California 90075 and that in any suit instituted against any one of them upon this Policy, the Company will adde by the final decision of such Court or of any Appellate Court in the event of an appeal.

The acove-named is authorized and directed to accept service of process on behalf of the Company in any such sun and/or upon the request of the Insured to give a written undertaking to the insured that it or they will enter a general appearance upon the Company is behalf in the event such a suit

priner gursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company steron hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or its successor or successors in office, as their true and fawful attorney upon whom may be served any lawful process of any action, suit or proceeding restricted by or on cenail of the insured or any peneficiary networker string out of this contract or insurance, and hereby designate the above-insmed he person to whom the said officer is authorized to mail such process or a true copy thereof

If the trisured is resident in Califord in its agreed that the foregoing provisions shall also apply as respects one province of Canada One is agreed that the foregoing provisions shall also apply as respects one province of Canada One is agreed that the foregoing provisions shall also apply as respects one province of Canada

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The the the Charles American ser

	California Union Ins +307 Wishire Sourevard Suite & P.O. Box 75950	NO.	3 IVE DATE	το	POLICY NO.	ZCX 90 44	38
NAMED INSURED	HOUSANTO COMPANY	 _	DDITION	AL	PREMIUM	\$ INCLUDED	

### ITEM II. OF ENDORSHOEHT NUMBER 2 IS ANEXDED AS POLLOWS:

### II. QUOTA SHARE PARTICIPATION:

COMPANY	POLICY NO.	PERCENT PART OF
OLD REPUBLIC IMMURANCE COMPANY	TO BE ADVISED	22.73
INSURANCE COMPANT OF MORTH AMERICA		9.09
LLOYDS, LONDON		38.97
MOMSURE		6.48

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MMe/jn/6/26/81

MONS 157318

PRODUCER COPY #1

		ر د پ اداد د در مکارمترفین
•	Galifornia Union insurance Company 3807 W shire Boulevard Suite BOO Los Angeles CA 30076 P.O. Box 76950	ENDORSEMENT  NO 2 TO POLICY NO. ZCX 00 44 38  EFFECTIVE DATE APRIL 1, 1981
038	MONSANTO COMPANY	ADDITIONAL PREMIUM \$ INCLUDED

### PARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

1. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

22.73 PERCENT PART OF 100 PERCENT

11. QUOTA SHARE PARTICIPATION:

process and the

COMPANY	POLICY NO.	PERCENT PART OF 100 PERCENT
BIRMINGHAM FIRE INSURANCE CO. MIDLAND INSURANCE CO. OLD REPUBLIC INSURANCE CO. INSURANCE COMPANY OF NORTH AMERICA LLOYDS, LONDON	TO BE ADVISED TO BE ADVISED TO BE ADVISED TO BE ADVISED	20.45 22.73 9.09 9.09

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

Mc/hu/4/29/81	ByAuthorized Regres.* If re	· <del></del>
	Mc/hu/4/29/81	By

	Galifornia Union Insurance Company 3807 Wishire Boweverd Suite 800 Los Angeles CA 90075 P.O. Box 76950		DORSEME	NT CX 00 44 38	
- <u>-</u>		EFFECTIVE DATE APR	IL 1, 198	1	
NAMED INSURED	MONSANTO COMPANY	ADDITIONAL P	PREMIUM S	INCLUDED	
		RETURN	nemow \$		•

### CANCELLATION CLAUSE - EXCESS POLICY

IT IS AGREED THAT CONDITION F OF THE POLICY TERMS AND CONDITIONS IS AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

F. THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. IT BEING ACREED, HOWEVER, THAT IN THE EVENT OF CANCEL-LATION OR TERMINATION OF THE PRIMARY INSURANCE, THIS POLICY, TO THE EXTENT OF SUCH CANCELLATION OR TERMINATION, SHALL CEASE TO APPLY AT THE SAME TIME WITHOUT NOTICE TO THE INSURED. THIS POLICY MAY BE CAN-CELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED FIRST NAMED IN THE DECLARATIONS AT THE ADDRESS SHOWN IN THIS POLICY WRITTEN NOTICE STATING WHEN, NOT LESS THAN SIXTY (60) DAYS THEREAFTER, SUCH CANCELLA-TION SHALL BE EFFECTIVE. PROVIDED, HOWEVER, THE COMPANY MAY CANCEL THIS POLICY, AS HEREIN PROVIDED, ON TEN (10) DAYS NOTICE FOR NON-PAY-MENT OF PREMIUM DUE. THE MAILING OF NOTICE AS AFORESAID SHALL BE SUF-FICIENT PROOF OF NOTICE. THE EFFECTIVE DATE OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THIS POLICY. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING.

IF THE NAMED INSURED CANCELS, EARNED PREMIUMS SHALL BE COMPUTED IN ACCORDANCE WITH THE CUSTOMARY SHORT RATE TABLES AND PROCEDURE. IF THE COMPANY CANCELS, EARNED PREMIUMS SHALL BE COMPUTED PRO RATA. PREMIUM ADJUSTMENTS MAY BE MADE EITHER AT THE TIME CANCELLATION IS EFFECTED OR AS SOON AS PRACTICABLE THEREAFTER, BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

IF THIS POLICY INSURES MORE THAN ONE INSURED, CANCELLATION MAY BE EFFECTED BY THE FIRST OF SUCH NAMED INSUREDS AS NAMED IN THE DECLARATIONS FOR THE ACCOUNT OF ALL INSUREDS; AND NOTICE OF CANCELLATION BY THE COMPANY TO SUCH FIRST NAMED INSURED SHALL BE NOTICE TO ALL INSUREDS. PAYMENT OF ANY UNEARNED PREMIUM TO SUCH FIRST NAMED INSURED SHALL BE FOR THE ACCOUNT OF ALL INSUREDS.

NOTHING HERSIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN 25 ABOVE STATED

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MONS 157320

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California Union Insurance Company

Los Angeles D4 2.076

POLICY OF EXCESS INSUPANCE

A CALIFORNIA STOCK COMPANY herein cailed "the Company"?

DECLARATIONS zcx 00 44

NAMED INSURED . MONSANTO COMPANY

(PER UNDERLYING POLICIES)

MAILING

800 NORTH LINDBERGH BLVD. ST. LOUIS, MO. 63166

POLICY PERIOD From APRIL 1, 1981To APRIL 1, 1982 at ாற்றிக் தி Standard "me at the address of the Nemed insured as stated herein



Item 1. PRIMARY INSURANCE-

Primary Carrier(s)

Policy Number(s)

Policy Period(s)

UNDERWRITERS AT LLOYDS, LONDON

AND VARIOUS COMPANIES

SD 5023 (C) / UMA 0223

4-1-80 TO 4-1-83

(COVER NOTE)

Item 2. DESCRIPTION OF PRIMARY INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$140,000,000.

EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS

OF UNDERLYING LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE - EXCESS UMBRELLA LIABILITY; PERSONAL INJURY. PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$5,000,000.

PART OF \$85,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2 ABOVE.

Item 4. PREMIUM - \$5,000. FLAT ANNUAL

Mc/hu/4/29/81

MONS 157571

Aurt jegan Bantasanter

California Union Insurance Company
P.O. Box 76950, 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076

MONS 157572

22-7F10 Ptd. in U.S.A

- List of touch on the control of the
- 2. NO Notes in Section of a confidence of the Insured in accordance with the 12 cup 6 insuring agreements, exclusions and conditions of the or mark unarrow not excess loss as specified in item 3 (Description of Excess Notes) of the deciciations.
- The insurance is forced by this Policy shall follow that of the primary insurance income. It is anything in this Policy or the primary insurance to the portrary not withersholing, the Company shall not be obligated to assume of anyte or the settlement or before of any claim or suit prought or proceeding instituted spainst the insured, but the Company shall have the ingrit and be given the opportunity to associate with the insured in the disferse or pontrol of any claim, suit or proceeding which appears responsow users to involve the Company, in which event the insured and the Company shall dooperate in all things in the defense or control of such disferse in suit or processing, but no obligation shall be incurred on bright or the Company without its consent being first observed, however, in the event that the amount of the excess loss becomes certain either behalf of the Company without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through first court judgment or agreement among the insured, the coment and the Company, then, the insured may pay the amount of excess loss to the claimant to effect settlement and, upon outmission of Jula proof thereof, the Company, will indemnify the insured for such amount of the training and pay such amount to the Company, will upon request of the Insured, pay such amount to the claimant on behalf of the Insured. 21 the insurance affecting the pay of the company will be the payer of the p forced by this ficulty shall not apply to any expenses for which insurance
- Carrier Carrier (1886) ALL TO STATE
  - The digin summiformed Pu gives the import engine in the Algebra grid are stone under the above the property of the Philo
- The Domban, shall be furnished with popular or the limban, insurance con to languagements than to limbah in any munior offect this excess "S".F? TDB as sport as practicable
- This Policy may be canceled by the insured by commany interest to the Commany of any blues authorized representatives in by making to the Commany, which notice stating where the data such indication shall be attentive it being agreed individual to the extremition or refinitation of the primation in restrance. The Foury no the extremition streams and cancellation or termination, should asset used you the wame time without notice to the insured if his Powr may be to called by the Company by melting to the first Named insured at the padress shown herein written notice stating when, not was then Colours it ereafter such cancellation shall be effective. The malting or notice as storesaid shall be sufficient notice and the effective date of gancelmon straid in the notice shall become the end of the term of this Policy Call very of such written notice aither ovithe insured or by the Company shows a education written notice aither ovithe insured or by the Company shows a call alent written notice aither by the insured or by the Company shows a soul elent
- G. If the period of the primary insurance is not conducter; with the terms of this Policy link agreed that for the currose of determining the Company's liability for loss in excess of the aggregate family where exolicacle, of the orimary insurance, only loss happening during the term of this Policy shall be included.

#### NUCLEAR ENERGY LIABILITY EXCLUSION

#### This Policy does not apply:

- ifs Polloy does not apply:

  Uner any Elaulity Coverage, to occuly injury or property damage:

  If with respect to which an Insured under the Policy is also an informat under a nuclear energy liability Policy issued by Nuclear Energy Leaf to Unsurence Association. Mutual Atomic Energy Leaf to Underworders, or Nuclear Insurance Association of Canada, or would dear in "sured under any such Policy but for its termination upon exhaustion of its intring intelliging."

  If its uning from the natardous properties of nuclear material and with the policy to which is, any person or organization is required to mention in nancial protection oursuant to the Atomic Energy Act of 1954, or any raw amendatory thereof, or (b) the Insured is, or had this Editor not States of America, or any agency thereof, under any agreement entered with any person or organization; thereof with any person or organization;
- o. Under any Medical Playments Coverage, or under any Supplementary Psyments provision relating to first sid, to expenses incurred with respect to zodir, injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or orcenization:
- Under any Liability, Coverage, to bodily injury or property damage resenting from the hazardous properties of nuclear materials, it:

  (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom:

  - dispersed therefrom:

    12) the nuclear material is contained in spent fuel or waste at any time possessed, handled used, processed, stored, transported or disposed of by or on behalf of an Insured; or 13° the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connaction with the blanning, construction, maintenance, operation or use of any nuclear facility. But if such facility is located within the United. States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property demage to such nuclear facility and any property therest: and any property therest;

- d. As used in this Exclusion:
  - (1) "mazarnous properties" inhode ladicantive includ or explosive proporties;
  - (2) "Núclear meterial" meensispurce material special nuclear material or dyproduct materia.
  - "Source material" (special nucleor material" and overcourse material" have the meanings given them in the Atomic Shergy Act of 1954 or in any awamendatary thereof.
  - "Spant feet" means any fue element or fuel component, sond or liquid, which has been used or exposed to rodiation in a hudder
  - (5) "Wasta" means any wasta material at containing pyproduct material and (b) resulting from the operation by any paraon or or-ganization of any nuclear facility included within the definition of bucteer facility under paragrach (6), (a) or (b) thereof:
  - nuclear facility under paragrach (6), (a) or (b) thereof:

    "Nuclear facility" means; (a) any nuclear reactor: (b) any equipment of device designed of used for (i) separating the isotopes of uranium or plutonium, (iii) processing or utilizing specifical, or (iii) handling, processing, or cackaging weate, (c) any equipment or (evice used for the processing, fabricating or siloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such adulpment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, exception, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any or the foregoing is located, all operations conducted on such site, and all premises. located, all operations conducted on such site and all premises used for such operations;
  - "Nuclear reactor" means any apparatus designed or used to sus-tain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
  - (B) "Property demage" includes all forms of radioactive contamination of property.

# SERVICE, UP 301. (Not Applicable in California)

It is agreed that in the event of the fallure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, or the request of the insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States on America and will up a requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WCODS. President, or his nominee, of the Company at P.O. Box 78950. Los Angeles, California 90076 and that in any suit instituted against any one of tham upon this Policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any study and or upon the request of the Insured to give a written undertaking to the insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit thall be instituted.

Their pursuant to any statute of any state, territory or district of the United States of America, which may as provision therefore, the Company eraph hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his suppressor or suppressors in office, as their true and taviful attorney upon whom may be served any lewful process of any action, suit or proceeding. Insurance of the contract or insurance, and hereby resignate the applications are perfectioned as the process or a true copy thereby.

insured is resident in Carada, it is agreed that the foregoing provisions shall also approval respects any ornwhole of Canada

Famy & Fryt

2d it Three

	California Union Insurance Company 1807 William Boulevard Jude 800 Los Angeles CA 90076 P O Rox 76950	NO. 3	ENDORSEMEN TO POLICY NO. 20	IT CX 00 44 39
		EFFECTIVE DATE	APRIL 1, 191	91
NAMED INSURED	HONSANTO COMPANY	ADDITION/	AL PREMIUM \$	NII.
		RETURN		
			<del></del>	

IT IS AGREED THAT THE COMPANY'S LIMIT OF LIABILITY HERDER ITEM 3. IS AMERICAN TO READ AS FOLLOWS:

\$5,000,000. PART OF \$105,000,000. EACH OCCURRENCE AND AMERICAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2 ABOVE.

NOTHING REPERM CONTAINED SHALL BE HELD TO MARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS CONTAINED OF THE POLICY TO WHITE CHIS ENDOPSEMENT IS ATTACHED TARRED THAN AS ABOVED TO A FIRST CONTAINED THE POLICY TO WHITE CHIS ENDOPSEMENT IS ATTACHED TARRED THAN AS ABOVED TO A FIRST CONTAINED.

MMc/jn/6/1/81

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	California Union Insurance Company 3837 Wishire Boulevard Suite 800 Los Angeles CA 90076 P.O. Box 76950	ENDORSEMENT  NO		
NAMED INSURED	MONSANTO COMPANY	ADDITIONAL PREMIUM \$ INCLUDED		
•		RETURN		

### PARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

5.88 PERCENT PART OF 100 PERCENT

II. QUOTA SHARE PARTICIPATION:

COMPANY

PERCENT PART OF

100 PERCENT

VARIOUS PER COMPANY RECORDS

94.12

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

POLICY NO.

MMc/hu/4/29/81

Authorized Representative

22-12623 PTD. IN U.S.A.

•			CAL UNION
	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 2 O Box 76950	•	ENDORSEMENT POLICY NO ZCX QQ 44.39
		EFFECTIVE DATE	APRIL 1, 1981
IAMED NSURED	MONSANTO COMPANY	☐ ADDITIONAL ☐ RETURN	PREMIUM \$INCLUDED
	CANCELLATION CLAN	SE - EXCESS POLI	CY
	IT IS AGREED THAT CONDITION F OF THE POLI IN ITS ENTIRETY TO READ AS FOLLOWS:  F. THIS POLICY MAY BE CANCELLED BY THE N TO THE COMPANY OR ANY OF ITS AUTHORIZ COMPANY WRITTEN NOTICE STATING WHEN T BE EFFECTIVE. IT BEING AGREED, HOWEV TION OR TERMINATION OF THE PRIMARY IN TENT OF SUCH CANCELLATION OR TERMINAT SAME TIME WITHOUT NOTICE TO THE INSUR BY THE COMPANY BY MAILING TO THE NAME LARATIONS AT THE ADDRESS SHOWN IN THI WHEN, NOT LESS THAN SIXTY (60) DAYS T BE EFFECTIVE. PROVIDED, HOWEVER, THE AS HEREIN PROVIDED, ON TEN (10) DAYS DUE. THE MAILING OF NOTICE AS AFORES NOTICE. THE EFFECTIVE DATE OF CANCEL BECOME THE END OF THIS POLICY. DELIV BY THE NAMED INSURED CANCELS. EARNED	MAMED INSURED BY LED AGENTS OR BY THEREAFTER THE CA LER, THAT IN THE ISURANCE, THIS PO LION, SHALL CEASE LED. THIS POLICY LD INSURED FIRST LS POLICY WRITTEN THEREAFTER, SUCH COMPANY MAY CAN NOTICE FOR NON-P LAID SHALL BE SUF LATION STATED IN LERY OF SUCH WRIT LY SHALL BE EQUIV	SURRENDER THEREOF MAILING TO THE NCELLATION SHALL EVENT OF CANCELLA- LICY, TO THE EX- TO APPLY AT THE MAY BE CANCELLED NAMED IN THE DEC- NOTICE STATING CANCELLATION SHALL CEL THIS POLICY, AYMENT OF PREMIUM FICIENT PROOF OF THE NOTICE SHALL TEN NOTICE EITHER ALENT TO MAILING.

IF THIS POLICY INSURES MORE THAN ONE INSURED, CANCELLATION MAY BE EFFECTED BY THE FIRST OF SUCH NAMED INSUREDS AS NAMED IN THE DECLARATIONS FOR THE ACCOUNT OF ALL INSUREDS; AND NOTICE OF CANCELLATION BY THE COMPANY TO SUCH FIRST NAMED INSURED SHALL BE NOTICE TO ALL INSUREDS. PAYMENT OF ANY UNEARNED PREMIUM TO SUCH FIRST NAMED INSURED SHALL BE FOR THE ACCOUNT OF ALL INSUREDS.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MMc/hu/4/29/81

TRIBER PTO IN U.S.A.

MONS 157576

Authorized Representative

California Union Insurance Company

Los Angeles, California

A STOCK INSURANCE COMPANY (herein called "the Company")

POLICY OF EXCESS INSURANCE

zcx 00 70 95

n v() MSURED MONSANTO COMPANY
(PER UNDERLYING POLICIES)

MAILING ADDRESS 800 NORTH LINDBERGH BLVD. ST. LOUIS, MISSOURI 63167

POLICY PERIOD: From 4-1-84

To 4-1-85

THOMAS E-SEARS-INC-

item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)

Ling in Ling groups of many prome aggrees. The hypmed many adults in step meters

Policy Number(s)

Policy Periodisi

UNDERWRITERS AT LLOYDS, LONDON AND VARIOUS TO BE ADVISED

4-1-84 / 4-1-85

Ham 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$58,000,000.

EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

tiom 3. DESCRIPTION OF EXCESS INSURANCE - EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

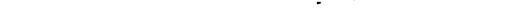
\$ 5,000,000.

PART OF \$22,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

witeringed Sepresentar Le

kum 4. PREMIUM - \$13,750. FLAT ANNUAL

MY/rp/3/28/84



nes issued by the Company to the portylb) re

- WHEREAS, THE designated underlying insurers have issued to the insured polres of insurance listed in item 1. Designated Underlying insurance) of the occurrence listed in item 1. Designated Underlying insurance) of the occurrence listed policies, including renewals or reolocaments thereof on the same pasis, are herein celled the designated underlying insurance! which are pro-iding the insurance described in Item 2 (Description of Designated Underlying insulancel of the declarations.
- 2. MOW, in a Policy is to indemnify the insured in accordance with the applicable guing agreements, exclusions and conditions of the designated underlying insurance for excess loss as appetited in Item 3 (Description of Excess insurance) of the deciarations.
- The insurance efforced by this flowcy shall follow that of the designated underwork results of the designated underwing the care of the designated underwing the care to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement of defense of any claim or suit brought or proceeding instituted against the insured, but the Company shall have the right and the company shall have the company shall have the right and the company shall have the right and the company shall have the right and by given the opportunity to associate with the insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obliga-tion shall be incurred on behalf of the Company without its consent being list obtained, nowever, in the event that the amount of the excess loss becomes car-'ain either through trial court judgment or agreement among the insured, the calmant and the Company, then, the insured may pay the amount of excess loss. In the claimant to effect settlement and, upon submission of due proof thereof. the Company will indemnify the insured for such payment, or, the Company will, upon request of the insured, pay such amount to the cament on behalf of the frisured, (2) the insurance afforded by this Policy shall not epply to any expenses for which insurance is provided in the designated underlying insurance; (3) where emended by endorsement attached hereto.
- The premium for this Robey is the amount stated in item 4 of the decistations and  $\langle \cdot , \cdot \rangle$ is develope upon delivery of this Policy.

- The Company shall be furnished with copies of designated underlying insurance and all endorsements thereto which in any manner affect this excess insurance JE SOOR AS practicable
- This Policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents, or by mesting to the Company written notice stating when thereafter the cancellation shall be effective it being agreed nowever. That in the event of cancellation or termination of the designated underlying insurance, this policy to the extent of such cancellation or termination, shall be cease to apply to the earns time white thorize to the Insured. This policy may be cancelled by the Company by meeting to the Named Insured that cancel in the decignations at the address shown in this Policy written notice stating when, not less than thirty 300 days thereafter, such cancellation and be effective. Provised, nowless, this Company may cancel this Policy be sharen provided, on ten 110 days notice for non-payment of premium due. The mailing of cancellation stated in the notice and became the end of the Policy Derivery of such written notice entire by the Nemed Insured or by the Company shall be equivalent to meeting.

If the Named Injured cancels, served premiums shall be computed in accordance with the customery short rate tables and procedure. If the Company cancels, served previums shall be computed pro rate, Premium adjustments have be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or taileder of unserved drawnum is not a condition of cancellation.

If this Policy injuries more than one insured, cancellation may be effected by the first of such Named insureds as named in the declarations for the account of all insureds; and notice of cancelation by the Company to such first Named Insured; shall be notice to all financials. Permiss of any unsured gramium to such miss Named Insured shall be for the account of all insureds.

If the penod of the designated underlying insurance is not concurrent with the terms of this Policy, it is agreed that for the purpose of determining the Company's liability for loss in siccise of the eggregate limits where explicable, of the designated underlying insurance, only loss happening during the term of this Policyahal be included. rance, w...

#### NUCLEAR SNEEDS LIABILITY EXCLUSION

#### This Polley does not apply:

- Under any Linksky Coverage to bodily injury or property demage.
  - with respect to which an insured under the Policy is also an insured under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association. Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Carada, or would be an insured under any such Policy out for its termination upon exhaustion of its limit of liability; or
  - resulting from the hazardous properties of nuclear material and with respect to which tall any operan or organization is required to hyperant material projection outcome consument to the Atomic Energy Act of 1984, or any law amendatory thereof, or (b) the insured is, or had this Policy not been results would be, entitled to incleaning from the United States of America, or any agreement entened into by the United States of America, or any agreement entened into by the United States of America, or any agency thereof with any person or organization;
- Unifer any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses industed with respect to ooder-industriation resourced from the hastedous properties of nuclear material and animg out of the operation of a nuclear facility by any person or organization.
- Mades any Lindbley Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

  13 the nuclear material (3) is at any nuclear facility owned by, or operated by or on benefit of, arringings, or by the been decharged or departed therefore;

  - (2) the nuclear material is committed in spent flue of walks at any time pos-sessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property demands arises out of the furnishing by an in-sured of services, metacate, parts of soughtest in connection with the penn-ing, construction, mentionance, operation or use of any nuclear facility, but if such leading is located within the United States of America, its territories or passessents, or Canada, this suclusion (3) explained with to property demands to such muster facility and any property thereat:

#### As word in this Englasia

- (1) "Hazardous properties" include redisactive, loxic, or explosive properties, "
- [2] "Nucleer material" meens source material, special nuclear material or byproduct material;
- "Source material", "special nuclear material" and "byproduct material" have the meetings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exponent to gardetion in a nuclear reactor.
- (5) "Wasts" means any waste material (a) containing byproduct material other han the realings or weaths produced by the extraction or concentration of unantum or thousen's form environe processed primarily for its source material content; and the reacting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (5) (a) or (b) thereof;
- paragraph for lay or lip imiseor;

  (ii) "Nuclear facility" means (a) any nuclear reactor; (b) any equipment or device designed or used for (ii) separating the isotopes of uranium or outdinum, (ii) processing or unliking spent fuel or link handling, processing, ad packaging waste (c) any equipment or device used for the processing, labricating or alloying of spacial nuclear material if at any time the total amount of such material in the cushody of the insured at the poemises where such equipment or device is located contacts of or contents more than 25 grams of pluronium or unamum 230 in any combination therato, or more than 25 grams of pluronium or unamum 230 in any combination therato, or more than 250 grams of unamum 230 in any combination therator, or more than 250 grams of unamum unamum 250 in any combination therator, or more than 250 grams of purposed or used for the storage or disposal of waster, and (a) includes the site on which any of the lotegoing is located, all operations conducted on such site, and at premises used for such operations;
- "Muddet reaster" means any apparetus designed or used to session riminer Restor in a self-expanding chair reastless or to contain a critical manus of Restoration reserving:
- illi "Property damege" includes all forms of radioactive contamination of prop-

### California Union Insurance Company

3807 Wilshire Boulevard Suite 800 Los Angeles CA 90010 Post Office 8ox 78980 Los Angeles CA 90076 213 480 4700 Telex 687 437 ATTACHED TO AND FORMING PART OF POLICY NO. ZCX 00 70 95

EFFECTIVE DATE APRIL 1, 1984

NAMED INSURED MONSANTO COMPANY, ETAL

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at P. O. Box 76950, Los Angeles, California 90076 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Injured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

MONS 158709

MY/rp/3/28/84

	California Union insurance Company Los Angeles CA 90010			ENDORSEMENT
		NO., 7 . TO POLICY NO . ZCX 00 70 95		
		EF	FECTIVE DATE	APRIL 1, 1984
NAMED No. PED	MONSANTO COMPANY	0	ADDITONAL	. NTI
			RETURN	PREMIUM \$ NIL

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE LIMITS FOR ITEM II DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE AND ITEM III DESCRIPTION OF EXCESS INSURANCE AS SHOWN ON DECLARATIONS PAGE IS AMENDED TO READ AS FOLLOWS:

ITEM 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE-

\$58,500,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

ITEM 3. DESCRIPTION OF EXCESS INSURANCE-

\$ 5,000,000. PART OF \$22,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

100 THIS HEREN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITAL TIOUS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

MY/rp/12/3/84

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MONS 158710

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غلا <u>ه جد</u>	California Union insurance Company Los Angeles CA 90010	ENDORSEMENT		
	•	NO	6: TO POI	LICY NO. ZCX 00 70 95
		EFI	ECTIVE DATE	APRIL 1, 1984
NAMED INSURED	MONSANTO COMPANY, ETAL	а	ADDITONAL	PREMIUM S. INCLUDED
		• •	RETURN	PREMIUM S.

### PARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND REFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL UNLY BE LIABLE TO THE SAME EXTENT AS THRY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

- I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS: 22.73 PERCENT PART OF 100 PERCENT.
- II. QUOTA SHARE PARTICIPATION:

PERCENT PART OF 100 PERCENT

TO BE ADVISED.

COMPANY

TO BE ADVISED

POLICY NUMBER

77.27

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA-TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MX/rp/3/28/84

MONS 158711

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ii (c.	California Union Insurance Company Los Angeles CA 90010	NO. 5 TO POLICY	
NAMED Named	MONSANTO COMPANY, ETAL	D ADDITONAL  F RETURN	PREMIUM \$ INCLUDED

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023\* OF VARIOUS COMPANIES.

THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE FOLLOWING ENDORSEMENTS ATTACHED TO THIS POLICY:

ERISA EXCLUSION
FIDELITY EXCLUSION
WORKERS COMPENSATION EXCLUSION

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COVERAGE PROVIDED BY THIS POLICY SHALL ONLY APPLY TO THE TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023\* OF VARIOUS COMPANIES AS OF THE INCEPTION DATE, APRIL 1, 1983 OF THIS POLICY REGARDLESS OF ANY RETROACTIVE EFFECTIVE DATE OF ANY CHANGES OF SD-5023.\* THIS POLICY WILL NOT BE EXTENDED WITHOUT OBTAINING AGREEMENT FROM UNDERWRITERS HEREON. IN THE EVENT OF UNDERWRITERS HEREON NOT AGREEING TO SUCH, FURTHER EXTENSION COVERAGE WILL BE PROVIDED HEREON AS IF SUCH EXTENSION HAD NOT BEEN GRANTED.

\*INCLUDING RENEWALS OR REPLACEMENTS THEREOF.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTENDIANY OF THE TERMS, CONDITIONS, OR LIMITA TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MY/rp/12/3/84

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California Union Insurance Company Los Angeles CA 90010		NO4 TO POLIC	**************************************
NAMED	MANUFANTA COMPANY DITAT	EFFECTIVE DATE	APRIL 1, 1984
INSURED	MONSANTO COMPANY, RTAL	ADDITONAL DEFUNITION RETURN	PREMIUM \$ INCLUDED

### FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON OF THE DISHOMESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA-TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MI/rp/3/28/84

ZZ-1L7)a Ptd in U S A

	California Union Insurance Company Los Angeles CA 90010			ENDORSEMENT LIGY NO. ZCX 00. 70. 95
		EFI	FECTIVE DATE	APRIL 1, 1984
NAMED INSURED	MORSANTO COMPANT, ETAL	<b>a</b>	ADDITONAL RETURN	PREMIUM 5 INCLUDED

### WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSURED MAY BE HELD LIABLE UNDER ANY WORKERS COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MT/rp/3/28/84

ZZ-11,71a Ptd. in U.S.A.

-	OAL OINON			
	ENDORSEMENT .			
TO P	DLICY NO. ZCX 00 70 95			
EDATE.	APRIL 1, 1984			

CAI IINION

California Union Insurance Company Las Angeles CA 90010 No....2 EFFECTIV NAMED INSURED MONSANTO COMPANY, ETAL ADDITONAL PREMIUM S. INCLUDED ☐ RETURN

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE RMPLOYRES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES. WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA-TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MT/rp/3/28/84

ZZ-1L71a Ptd in U.S.A.

75 <u>- 11 - 3 - 444 -</u>	Celifornia Union Insurance Company Los Angeles CA 90010	ENDORSEMENT  NO <sup>1</sup> TO POLICY NO2CX .00 .70 .95		
		EFI	EFFECTIVE DATE APRIL, 1, 1984	
AMED NSURED	MORSANTO COMPANY, ETAL	а	ADDITONAL	COCADUNA TROY IDED
			RETURN	PREMIUM S INCLUDED

IT IS AGREED THAT THE NUTICE OF CANCELLATION GIVEN BY THE COMPANY (AS SPECIFIED IN CONDITION 'F' OF THE POLICE THRMS AND CONDITIONS) IS AMENDED TO MINETY (90) DAYS, IN LIEU OF TRIETY (30) DAYS, EXCEPT IN THE EVENT OF HOM-PAYMENT OF PREMIUM, IN WHICH CASE A TEN(10) DAYS NOTICE OF CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MY/rp/3/25/84

ZZ-IL71aPid in U.S.A

MONS 158716

CAL UNION



LOS ANGELES, CALIFORNIA A CALIFORNIA STOCK COMPANY

(herein called "the Company")

CERTIFICATE OF EXCESS INSURANCE

Replacing ... New...

ZCX 00 32 19

**DECLARATIONS** 

NAMED INSURED

MAILING

ADDRESS

Monsanto Company, etal (as per underlying policies) 800 North Lindbergh Boulevard St. Louis, Missouri 63166 Surplus Lines Tex: \$1,250.00

THOMAS E-SEARS-INC.

INSURANCE
PARK SQUARE BUILDING
91 97, JAMES AVENUR
BOSTON, MASS. ORIG

Item 1. PRIMARY INSURANCE-

Primary Carrier(s)

Policy Number(s)

Policy Period(s)

Underwriters at Lloyds and Companies SD3028 & UKL0649

4/1/78 to 4/1/79

(and various excess underlying insurors)

item 2. DESCRIPTION OF PRIMARY INSURANCE- excess liability

Bodily injury and property damage combined, \$56,000,000.00 each occurrence and annual aggregate, where applicable, excess of underlying limits.

Itam 3. DESCRIPTION OF EXCESS INSURANCE- Following form excess liability

Bodily injury and Property damage combined, \$5,000,000.00 part of \$22,000,000.00 each occurrence and annual aggregate where applicable, excess of limits specified in item 2 above.

Hom 4. PREMIUM \$25,000.00 Flat Minimum premium \$25,000.00

dm 6/28/78

Authorized Representative

- This is a Certificate of Excess insurance issued by the Company to the party(s) named in the declarations (hereafter referred to as the "insured") A. WHEREAS, the primary insurors have issued to the Insured policies of insurance listed in Item 1 (Primary Insurance) of the declarations (which policies including renewals or replacements thereof on the same basis, are herein caried the primary insurance, which are providing the insurance described in item 2. Description of Primary Insurance of the neclarations.
- NOW, this Certificate is to indemnify the Insured in accordance with the
  applicable insuling agreements, exclusions and conditions of the primary
  insulance for excess loss as specified in item 3 "Description of Excess." Insurance of the declarations.
- C. The insurance afforded by this Certificate shall follow that of the orimary insurance exacpt: It anything in this certificate or the primary insurance to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement or defense of any craim or suit brought or proceeding instituted against the insured but the Company shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained however, in the event that the amount of the excess ioss becomes certain either through this document of the insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, the Company will indemnify the insured, pay such amount to the claimant on behalf of the Insured. 12) the insurance afforded by this
- Cettificate shall not apply to any expenses for which insurance is provided in the primary insurance. "It the insurance afforded by this Certificate shall not apply to any claim seeking positive or exemplary damages: (4) where amended by endorsement attached hereto.
- D. The plemium for this Certificate is the amount stated in Item 4 of the declarations and is payable upon derivery of this certificate.
- E. The Company shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.
- Insurance as soon as practicable.

  This Certificate may be canceled by the insured by surrender thereof to the Company or any of its authorized representatives, or by maning to the Company written notice stating when thereafter such cancellation shall be effective, it being agreed, however, that in the event of cancellation of the primary insurance, this Certificate to the extent of such cancelation or termination, shall cease to apply at the same, time without notice to the insured. This Certificate may be cancelled by the Company by mailing to the first Named Insured at the address shown herein written notice stating when not less than 30 days theresalter, such cancellations shall effective. The mailing of notice as along after, such cancellation shall effective. The mailing of notice as along shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the term of this Certificate Delivery of such written notice either by the insured or by the Company shall be equivalent to mailing. shall be equivalent to mailing.
- If the period of the primary insurance is not concurrent with the terms of this Certificate, it is agreed that for the purpose of determining the Company's frability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this Certificate shall be included.

#### NUCLEAR ENERGY LIABILITY EXCLUSION

#### This Certificate does not apply:

- This Certificate does not apply:

  a. Under any Liability Coverage, to bootly injury or property damage

  (i) with respect to which an insuled under the Certificate is also an insuled under a nuclear energy hability Certificate issued by Nuclear Energy Liability Insulance Association Mutual Atomic Energy Liability Underwriters, or Nuclear Insulance Association of Canada, or would be an insuled under any such Certificate but for its termination upon exhaustion of its limit of liability or

  (2) resulting from the hazardous properties of nuclear material and with respect to which railiany person or organization is required to mantain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or bit the Insuland is, or had this Certificate not been issued would be entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America, or any agency thereof, with any person or organization. with any person of organization
- b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodify injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- c. Under any Liability Coverage, to bod, fy injury or property damage resulting from the hazardous properties of nuclear material of all the nuclear material at its at any nuclear facility owned by or operated by or operated by or on behalf of, an insured, or by has been discharged of dispersed therefrom.

  - oil dispersed therefrom:

    2) the nuclear material is contained in spent fuel or waste at any time possessed handled used processed, stored, transported or disposed of by or on behalf of an insured.

    3) the bodity nitry or properly damage arises out of the fun-sning by an insured of services, materials, parts or equipment in connection with the planning construction, maintenance, operation or use of an nuclear facility but f such facility is located within the United States of America, its territories or possessions, or Canada this services. Taken use only to properly damage in such purely all full by exclusion 3 applies only to property damage to such nucles: lacinly and any property thereat.

- d. As used in this Exclusion:
  - 1) "Hazardous properties" include radioactive toxic or expresive properties.
  - 2) "Nuclear material" means source material, special nuclear material or byproduct material.
  - (3) "Source material", "special nuclear material and byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
  - (4) "Spent fuel" means any fuel element or fuel component some traded to liquid, which has been used of exposed to radiation in a ruc ear. reactor
  - 5 "Waste" means any waste material lar containing byorinduct material and thi resulting from the operation by any derson or organization at any nuclear facility included within the definition of nuclear facility under paragraph (5) (a) or b) thereof.
  - under paragraph (5) (a) or (b) thereof.

    Thuclear facility I means arranging from the solution of device designed or used for (3) separating the solutions of interpretation of processing or packaging waste, (c) any equipment or device used for the processing, of packaging waste, (c) any equipment or device used for the processing, fabricating or altoying of sole at nuclear instead at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is included consists of or contains more than 25 grams of protonium or can use 233 or any combination thereof or more than 250 grams of units used of the storage or disposal of waste, landler includes the on which any of the foregoing is located, all operations conducted on such site, and all premises used for sich operations.
- -73 "Muclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- 8). Property damage: includes att forms of rad pactive contline at an

SERVICE OF SUIT · Not Applicable in Californial

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any coult of concerning stocking with which the United States of America. It is territories on possessions, and with comply with a requirements becessing to give out. Court jurisdiction at land metters arising hereunder shall be defermined in accordance with the law and practice of such Court.

ties further agreed that service of process in such suit may be nade upon HUGH M. SINCLAIR. President for als nominee, of the Company at P. O. Box 7728. Philadelphia, Pennsylvania 1910, and that in any suit instructed nainst any ane of them upon this Certificate, the Company will adde by final sects on of such Court or of any Appel ate Court in the event of

a above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the insured is resident in Canada, it is agreed that the library or behalf of the Company in any such suit and/or upon the request of the insured is resident in Canada, it is agreed that the library or sinch shalf also apply as respects any playing one of Canada in Witness whereof, the CALIFORNIA union insurance COMPANY has caused this Certificate to be signed by its President and Secretary at Philadelphia, Pennsylvania, and countersigned on the declarations page by a duly Authorized Representative of the Company.

sweed to give a Written undertaking to the Insured that it in they will only a general appearance upon the Company's behalf in the event such that shall be instituted.

shall be instituted. Further pursuant to any statute of any state ferritory or district from United States of America, which makes provision therefore the Cumbor hereon nereby designates the Superintendent, Corm as nietry. Diestor insurance or other officer specified for that purpose in the Statute arms successor or successors in office as their true with that for anythere. Journal Ahom may be served any lawful process in this sign of the successing stituted by or on behalf of the insured or any pencific lay necessing out of this contract of insurance, and hereby designificant purpose of the succession to whom the said officer is authorized to missing the design to whom the said officer is authorized to missing the processing through the processing the processing the processing through the processing the processing the processing the processing the processing through the processing the processing the processing through the processing the processing through the processing thro

Bertra & Robinson

CAL	UN	//(	JΛ		
ENDORSEM	ENT			_	

California Union Insurance Company 3807 Wilshire Baulevard Suite 800 Los Angeles CA 90076 P O Box 76950	NO. 4 TO			32 19
	EFFECTIVE DATE	APRIL 1	, 1978	
MONSANTO COMPANY, ETAL	ADDITIONAL	PREMIUM \$	NIL	
	3807 Wilshire Baulevard Suite 800 Los Angeles CA 90076 PO Box 76950  MONSANTO COMPANY, ETAL	3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 P O Box 76950 NO. 4 TO EFFECTIVE DATE MONSANTO COMPANY FTAT.	3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 PO Box 76950 NO. 4 TO POLICY NO  EFFECTIVE DATE APRIL 1  MONSANTO COMPANY, ETAL  PREMIUM \$	3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 PO Box 76950  NO. 4 TO POLICY NO. ZCX 00  EFFECTIVE DATE APRIL 1, 1978  MONSANTO COMPANY, ETAL  ADDITIONAL PREMIUM \$ NIL

IT IS HEREBY AGREED AND UNDERSTOOD THAT (3), UNDER C, THE INSURANCE AFFORDED BY THIS CERTIFICATE IS DELETED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

EZ-12987 PTB. IN U.B.A.

		_	CAL UNION
	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 P.O. Box 76950	NO3	ENDORSEMENT POLICY NO. ZCX.003219
		EFFECTIVE DATE.	4/1/78
NAMED INSURED	MONSANTO COMPANY; ETAL	☐ ADDITIONAL ☐ RETURN	PREMIUM \$ NIL
	IT IS AGREED THAT THE SURPLUS LINES TAX, AMENDED TO READ AS FOLLOWS:	(PER POLICY DECL	ARATIONS) IS
	\$25.37		: :
	•		

12/22/78 BB/sg/mh

22-9846c Ptd. in U.S.A.

	CALIFORNIA CONSON  MSURANCE COMMANY  LOS ANGELES, CALIFORNIA 90010	ENDORSEMENT  NO. 2 TO POLICY NO. ZCX 00 32 19  EFFECTIVE DATE 4/1/78			
NAMED INSURED	MONSANTO COMPANY, ETAL	ADDITIONAL PREMIUM \$ NIL			

MANUSCRIPT ENDORSEMENT 60 DAY CANCELLATION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTARY, IT IS AGREED THAT NOTICE OF CANCELLATION GIVEN BY THE COMPANY (AS SPECIFIED IN CONDITION F OF THE POLICY TERMS AND CONDITIONS) IS AMENDED TO SIXTY (60) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM IN WHICH CASE A TEN (10) DAY NOTICE OF CANCELLATION SHALL APPLY.

og 11/18/78

ZZ-98460 (5/78)

	CALIFFRANCE COMMANY LOS ANGELES, CALIFORNIA 90010	ENDORSEMENT  NO			
NAMED INSURED	MONSANTO COMPANY STAL	ADDITIONAL PREMIUM \$ NIL.			

IT IS AGREED THAT ITEM 1. PRIMARY INSURANCE, (PER POLICY DECLARATIONS)

IS AMENDED AS FOLLOWS:

PRIMARY CARRIER(S)

POLICY NUMBER(S)

POLICY PERIOD(S)

INA

ISG 1107

4/1/78 TO 4/1/81

VARIOUS LONDON COMPANIES
4/1/78 TO 4/1/81

SD3025/UKL0644

(AND VARIOUS EXCESS UNDERLYING INSURERS)

IT IS FURTHER AGREED THAT <u>ITEM. 4. PREMIUM.</u> (PER POLICY DECLARATIONS) IS AMENDED TO READ AS FOLLOWS:

ITEM 4. PREMIUM - \$25,000. FLAT

og 11/18/78

ZZ-98466 (5/78)

MUNS 155048

California Union Insurance Company

Los Angeles, California

A STOCK INSURANCE COMPANY (herein called "the Company")

POLICY OF EXCESS INSURANCE

**DECLARATIONS** 

zcx **00** 61 90

MONSANTO COMPANY HAMED

(PER UNDERLYING POLICIES) INSURED

800 NORTH LINDBERGH BLVD. MAILING ADDRESS ST.LOUIS, MISSOURI 63166

POLICY PERIOD: From 4-1-82

4-1-83

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

NEWOT KOMBRAN HMGL BOSTON, MASS. OZII6

Item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)

Policy Number(s)

Policy Period(s)

UNDERWRITERS AT LLOYDS, LONDON AND VARIOUS

Unique Silving and and it me is line address. The Named insured as 4.3 Antheres

SD 5023 (C) / UMA 0223\*

(COVER NOTE)

4-1-80 TO 4-1-83

COMPANIES

Itam 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$58,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

THE LESUSIPTION OF EXCESS INSURANCE - EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 5,000,000. PART OF \$22,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM - \$12,500. FLAT ANNUAL

H5/jn/4/8/82

California Union Insurance Company
P O Box 76950, 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076

MONS 157683

CONFIDENTIAL BUSINESS INFORMATION

#### California Union Insurance Company

2827 - Washiem Bourevard Suite 800 Los Angeles CA 98017 Phys Office 80x 76950 Los Angeles CA 90078 213 480 4100 — Telex 687 437 ATTACHED TO AND FORMING PART OF POLICY NO. ZCX 00 61 90

EFFECTIVE DATE

APRIL 1, 1982

NAMED ASUPED

MONSANTO COMPANY, ETAL

SERVICE OF SUIT (Not Applicable in California)

In a payment match, the coentrol the failure of the Company thereon to day any amount oral medicine on a color my Company reference to make the makes of the Inc. of the Support of the failure of the Inc. of the Support of the Inc. of

The lagrand matter, called protocoss in such turning, it must upon KET 1 ETH 111 101 TEPH 111 in the Protocos of the Company at P O Box 76950. Los Angella, California 20076 and that the result under turning the result of the Company will abide by the final decision of such Court or of any Appellate Court in the Hamm San appear.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful atrorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any penetricary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of

HS/jn/4/8/82

MONS 157684

22-9330 Printed in USA

California Union Insurance Company		7	ENDURAZ.		1 90
		EFFECTIVE DATE	APRIL 1, 19	982	
iAMED NaviPt S	MONSANTO COMPANY, ETAL	☐ ADDITIONA	AL PREMIUM	s NIL	·

### REVISED PARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER, HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

22.73 PERCENT PART OF 100 PERCENT

್ರಕ್ಷಕ್ಷತ್ರಗಳಿಗಳಿಗೆ ಸಂಪರ್ಧಿಸಿಕೊಂಡಿದ್ದಾರೆ. ಅವರ ಸ್ಥಾಪ್ತಕ್ಷಣೆ ಸಂಪರ್ಧಿಸಿಕೊಂಡಿದ್ದಾರೆ. ಅವರ ಪ್ರಭಾಗಕ ಸಂಪರ್ಧಿಸಿಕೊಂಡಿದ್ದ ಪ್ರಧಾನಕ್ಕೆ ಸಂಪರ್ಧಿಸಿಕೊಂಡಿದ್ದ ಪ್ರಶ್ನೆಗಳ ಪ್ರಭಾಗಕ ಸಂಪರ್ಧಿಸಿಕೊಂಡಿದ್ದಾರೆ. ಅವರ ಪ್ರಶ್ನೆಗಳ ಪ್ರಭಾಗಕ ಸಂಪರ್ಧಿಸಿಕೊಂಡಿದ್ದಾರ

II. QUOTA SHARE PARTICIPATION

POLICY NO.	100 PERCENT
TS101311	22.73
XCC144573	9.09
SD7027/UPA0094	29.13
82MSL2022	7.23
XL203894	9.09
	TS101311 XCC144573 SD7027/UPA0094 82MSL2022

HS:1b1/8/24/82

	California Union Insurance Company 3807 Wishire Boulevard Suite 800 Los Angeles CA:90076 P O Box 76950	ENDORSEMENT NO. 6 TO POLICY NO. ZCX 00 61 90
		EFFECTIVE DATE APRIL 1, 1982
NAMED INSURED	MONSANTO COMPANY, ETAL	ADDITIONAL PREMIUM \$ NIL
		RETURN

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023 OF VARIOUS COMPANIES.

THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE FOLLOWING ENDORSEMENTS ATTACHED TO THIS POLICY:

ERISA EXCLUSION
FIDELITY EXCLUSION
WORKERS COMPENSATION EXCLUSION

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COVERAGE PROVIDED BY THIS POLICY SHALL ONLY APPLY TO THE TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023 OF VARIOUS COMPANIES AS OF THE INCEPTION DATE, APRIL 1, 1982 OF THIS POLICY REGARDLESS OF ANY RETROACTIVE EFFECTIVE DATE OF ANY CHANGES OF SD-5023. THIS POLICY WILL NOT BE EXTENDED WITHOUT OBTAINING AGREEMENT FROM UNDERWRITERS HEREON. IN THE EVENT OF UNDERWRITERS HEREON NOT AGREEING TO SUCH, FURTHER EXTENSION COVERAGE WILL BE PROVIDED HEREON AS IF SUCH EXTENSION HAD NOT BEEN GRANTED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

	• · · · · · · · · · · · · · · · · · · ·		CAL ON	
	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 P O Box 76950	NO5 TO	ENDORSEMENT POLICY NO. ZCX OF APRIL 1, 1982	
NAMED INSURED	MONSANTO COMPANY, ETAL	ADDITIONAL	PREMIUM \$	NIL
••••		RETURN		

#### FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

MONS 157687

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•	• • • • • • • • • • • • • • • • • • •		CAL DIVIDIV
	Celifornia Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA-90076 P O Box 76950	NO4	ENDORSEMENT POLICY NO. ZCX 00 61 90
		EFFECTIVE DATE.	APRIL 1, 1982
HAMED INSURED	MONSANTO COMPANY, ETAL	ADDITIONAL	PREMIUM \$
• • ••	•	RETURN	

### WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

MONS 157688

Authorized Representative

	CAL	UN		JI	V	
E	NDORSEM	ENT				
	_	ZCX	OΩ	61	۵n	

	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA-90076 P O Box 76950	NO TO	ENDORSEMENT POLICY NO. ZCX 00 61 90 APRIL 1, 1982	
NAMED INSURED	MONSANTO COMPANY, ETAL	☐ ADDITIONAL	PREMIUM \$ NIL	

### ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

California Union Insurance Company
1807 Austrie Sou evert Soire 800 Los Arge es CA 30076
P O Box 76950

NO. 2 TO POLICY NO. ZCX 00 61 90

EFFECTIVE DATE APRIL 1, 1982

NAMED INSURED PREMIUM S INCLUDED

RETURN

#### PARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

22.73 PERCENT PART OF 100 PERCENT

II. QUOTA SHARE PARTICIPATION:

COMPANY	POLICY NO.	100 PERCENT
OLD REPUBLIC INSURANCE COMPANY	TO BE ADVISED	22.73
INSURANCE COMPANY OF NORTH AMERICA	TO BE ADVISED	9.09
LLOYDS, LONDON	TO BE ADVISED	38.97
MONSURE	TO BE ADVISED	6.48

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HS/jn/4/8/82

MONS 157690

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CONFIDENTIAL BUSINESS INFORMATION

Volume ( )	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA-90076 P O Box 76950	REVISED	ENDORSEMENT POLICY NO. 2CX 00 61 90		
		EFFECTIVE DATE	APRIL 1, 1982		
NAMED INSURED	MONSANTO COMPANY, ETAL	☐ ADDITIONAL ☐ RETURN	PREMIUM \$NIL.		

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY (AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS AND CONDITIONS) IS AMENDED TO NINETY (90) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10) DAYS NOTICE OF CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

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		CAL UNIUN
	California Union Insurance Company 1807 Arism le Equevara Su le 800 Los Angeres CA 30076 P.O. Box 75983	ENDORSEMENT  NO. 1 TO POLICY NO. ZCX 00 61 90  EFFECTIVE DATE APRIL 1, 1982
MAMED MSUPED	MONSANTO COMPANY, ETAL	ADDITIONAL PREMIUM \$ INCLUDED

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY (AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS & CONDITIONS) IS AMENDED TO SIXTY (60) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10) DAYS NOTICE OF CANCELLATION SHALL APPLY.

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HS/jn/4/8/82

MONS 157692

7. · · :e; 7

California Union Insurance Company

ucs Angeles, California

A STOCK INSURANCE COMPANY therein called "the Company"!

POLICY OF EXCESS INSURANCE

**DECLARATIONS** zcx 00 61 91

**HAMED** 

MONSANTO COMPANY

(PER UNDERLYING POLICIES) HSURED

800 NORTH LINDBERGH BLVD. MAUING ADDRESS ST.LOUIS, MISSOURI 63166

POLICY PERIOD: From \_

4-1-82 41 1 14 to Stangard Time at the address of the Named Insuled as stated herein

Ta

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

JOHN HANGOCK TOWER 200 CLARENDON STREET BÓSTON, MASS. 02116

item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)

Policy Number(s)

Palicy Period(s)

UNDERWRITERS AT LLOYDS, LONDON AND VARIOUS COMPANIES

SD 5023(C)/UMA 0223 (COVER NOTE)

4-1-80 TO 4-1-83

itum 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$140,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE. EXCESS OF UNDERLYING LIMITS.

tion ), DESCRIPTION OF EXCESS INSURANCE— EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 5,000,000. PART OF \$105,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM - \$5,000. FLAT ANNUAL

HS/jn/4/8/82

MONS - 157904

California Union Insurance Company
PO 50x 76950, 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076

MONS 157905

CONFIDENTIAL BUSINESS INFORMATION

227532 24 0 25.4

### California Union Insurance Company .

3901 IL sn in Boulevard Suite 800 Ldt Angeles CA 90016 P pr Office Box 76950 Los Angeles CA 90076 013 460 4100 Telex 687 437 ATTACHED TO AND POLICY NO. ZCX 00 61 91

EFFECTIVE DATE

APRIL 1. 1982

. - "ED 148 . PED

MONSANTO COMPANY, ETAL

SERVICE OF SUIT
-Not Applicable in California:

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The above-named is authorized and directed to accept service of process on behalf of the Company in any such authorized appendix upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other offices specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

HS/jn/4/8/82

22 - 731 Printed + 15-

	California Union Insurance Company 3807 Wilshire Bouleverd Suite 800 Los Angeles CA 90076 P O Box 76950	NO6 TO	POLICY NO. 2CX 00 61 91 APRIL 1, 1982
NAMED INSURED	MONSANTO COMPANY, ETAL	☐ ADDITIONAL	PREMIUM \$ NIL
-		:	

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023 OF VARIOUS COMPANIES.

THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE FOLLOWING ENDORSE-MENTS ATTACHED TO THIS POLICY:

ERISA EXCLUSION
FIDELITY EXCLUSION
WORKERS' COMPENSATION EXCLUSION

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COVERAGE PROVIDED BY THIS POLICY SHALL ONLY APPLY TO THE TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023 BY VARIOUS COMPANIES AS OF THE INCEPTION DATE, APRIL 1, 1982 OF THIS POLICY REGARDLESS OF ANY RETROACTIVE EFFECTIVE DATE OF ANY CHANGES OF SD-5023. THIS POLICY WILL NOT BE EXTENDED WITHOUT OBTAINING AGREEMENT FROM UNDERWRITERS HEREON. IN THE EVENT OF UNDERWRITERS HEREON NOT AGREEING TO SUCH FURTHER EXTENSION, COVERAGE WILL BE PROVIDED HEREON AS IF SUCH EXTENSION HAD NOT BEEN GRANTED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 P O Box 76950		ENDORSEMENT POLICY NO. ZCX 00 61 91 APRIL 1, 1982
NAMED INSURED	MONSANTO COMPANY, ETAL	☐ ADDITIONAL	PREMIUM \$- NIL
<del></del>			

### FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/5/26/82

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•	<b>-</b>	<u> </u>	CAL UNION
	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA-90076 P O Box 76950  MONSANTO COMPANY, ETAL	NO4 TC	ENDORSEMENT POLICY NO. ZCX 00 61 91
		EFFECTIVE DATE	APRIL 1, 1982
NAMED INSURED		☐ ADDITIONAL	PREMIUM \$
·		Common Co	
		!	
	WORKERS' COMPENSATI	ON EXCLUSION	

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENCORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

	Celifornia Union Insurance Company 3807 Wilshire Bouleverd Suite 800 Los Angeles CA 90076 P O Box 76950	NO3 TO	ENDORSEMENT O POLICY NO. ZCX 00 61 91 APRIL 1, 1982			
NAMED INSURED	- MONSANTO COMPANY, ETAL	ADDITIONAL RETURN	PREMIUM \$ NIL			

### ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 P O Box 76950	REVISED 2	ENDORSEMENT  2CX 00 61 91
		EFFECTIVE DATE.	APRIL 1, 1982
NAMED INSURED	MONSANTO COMPANY, ETAL	☐ ADDITIONAL	PREMIUM \$ NIL

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY (AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS AND CONDITIONS) IS AMENDED TO NINETY (90) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10) DAYS NOTICE OF CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

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	ENDORSEM	IENT
	TO POLICY NO.	ZCX 00 61 91
E	APRIL 1,	1982
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	California Union Insurance Company et 7 Wishire Boulevard out to 800 Los Angeles CA 30076	ENDORSEMENT					
	<sup>2</sup> 2 8ax <sup>7</sup> 6950	NQ.	2	TO,	POLICY NO.	ZCX 00 61 91	
		EFFEC	TIVE DA	TE.	APRIL 1,	1982	
CIPLEY	MONSANTO COMPANY, ETAL		ADDITIC	)NAL	PREMIUM \$	INCLUDED	
			RETURN	1			

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY (AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS & CONDITIONS) IS AMENDED TO SIXTY (60) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10) DAYS NOTICE OF CANCELLATION SHALL APPLY.

THING HERE NICODTAINED SHALL SE HELD TO MARY INLTER WAINE OR SYTTM AND THE THE TREET IN THE TREET OF THE TREET OF THE POLICY TO WHICH THIS ENDIFFERENCE SITTY OF EDUTY HER THE POLICY TO WHICH THIS ENDIFFERENCE SITTY OF EDUTY HER THE FIRST OF THE POLICY TO THE POLICY TH

HS/jn/4/8/82

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<u> </u>	California Union Insurance Company all thishire Boulevara Suite 800 Los Angeles CA 90076 3 D Box 76950	NO 1 TO	ENDORSEMENT O POLICY NO. ZCX 00 61 91 APRIL 1, 1982
NAMED PSUPEC	MONSANTO COMPANY, ETAL	☐ ADDITIONAL	PREMIUM \$ INCLUDED

#### PARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

4.76 PERCENT PART OF 100 PERCENT

II. QUOTA SHARE PARTICIPATION:

COMPANY POLICY NO. PERCENT PART OF 100 PERCENT

VARIOUS INSURANCE COMPANIES TO BE ADVISED

95.24

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California Union Insurance Company

Los Angeles, California

A STOCK INSURANCE COMPANY (herein called "the Company")

POLICY OF EXCESS INSURANCE

**DECLARATIONS** 

zcx 00 65 08

MONSANTO COMPANY MAAAND

HELINED (PER UNDERLYING POLICIES)

800 NORTH LINDBERGH BLVD. ADDRESS ST.LOUIS, MISSOURI 63167

4-1-83 POLICY PERIOD: From \_

4-1-84

At 12 Of A.M. Standard Time at the address of the Named Insured as stated herein

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

TORN HANGBOR TOWER BOSTON, MASS. 02116

item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)

Policy Number(s)

**Policy Period(s)** 

UNDERWRITERS AT LLOYDS,

LONDON AND VARIOUS

COMPANIES

TO BE ADVISED

TO BE ADVISED

Itom 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$58,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

Hom 3. DESCRIPTION OF EXCESS INSURANCE - EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 5,000,000. PART OF \$22,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE. WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM- \$12.500. FLAT ANNUAL

HS/jn/3/22/83

By:

Authorized Representative

22-4H07a Ptd. in U.S.A. 10/79

California Union Insurance Company

= 3 834 76953, 3807 Wishire Boulevard Suite 800 Los Angeles CA 90076

#### California Union Insurance Company

3807 Wilshire Boulevard Suite 800 Los Angeles CA 90010 Past Office 8ox 76950 Los Angeles CA 90076 213 480 4700 Telex 687 437

ATTACHED TO AND FORMING PART OF POLICY NO. ZCX 00 65 08

EFFECTIVE DATE APRIL 1, 1983

NAMED INSURED MONSANTO COMPANY, ETAL	SERVICE OF SUIT (Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to day amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at P. O. Box 76950, Los Angeles, California 90076 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the insured to give a written undertaking to the insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

HS/jn/3/22/83

	California Union Insurance Company 1807 Witshire Boulevard Suite 800 Los Angeles CA 30076 P O Box 76950		ENDORSEMENT POLICY NO. ZCX 00 65 08 APRIL 1, 1983
NAMED INSURED	MONSANTO COMPANY, ETAL	ADDITIONAL RETURN	PREMIUM \$ INCLUDED
	PARTICIPATION	PNINGERMENT	3
	THE LIABILITY OF THE COMPANY IS LIMIT ANY LOSS AS STATED HEREUNDER.  IT IS A CONDITION OF THIS INSURANCE TAND EFFECT DURING THE CURRENCY OF THE WITH THE COMPANIES STATED HEREUNDER.  TO COMPLY WITH THE FOREGOING SHALL NO EVENT OF SUCH FAILURE, THE COMPANY SHAS THEY WOULD HAVE BEEN HAD THE INSUR	HAT THE INSURED MAI S POLICY IDENTICAL HOWEVER, THE FAILU IT INVALIDATE THIS I	NTAIN IN FULL FORCE INSURANCE COVERAGE RE OF THE INSURED NSURANCE, BUT IN THE TO THE SAME EXTENT
I. LIABILITY OF THE COMPANY LIMITED AS FOLLOW		AS FOLLOWS:	
	22.73 PERCENT PART OF 100 PERC	ENT	; [
	II. QUOTA SHARE PARTICIPATION  COMPANY PO	DLICY NO.	PERCENT PART OF
	TO BE ADVISED TO	BE ADVISED	77.27

MOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

22-11-71 Ptd. in U.S.A.

Authorized Representative

California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 P O Box 76950	NO. 5 TO POLICY NO. ZCX 00 65 08		
		EFFECTIVE DATE	APRIL 1, 1983
NAMED INSURED.	MONSANTO COMPANY, ETAL	ADDITIONAL	PREMIUM \$ INCLUDED
		RETURN	

NOTWITESTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023\* OF VARIOUS COMPANIES.

THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE FOLLOWING ENDORSEMENTS ATTACHED TO THIS POLICY:

ERISA EXCLUSION
FIDELITY EXCLUSION
WORKERS COMPENSATION EXCLUSION

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COVERAGE PROVIDED BY THIS POLICY SHALL ONLY APPLY TO THE TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023\* OF VARIOUS COMPANIES AS OF THE INCEPTION DATE, APRIL 1, 1983 OF THIS POLICY REGARDLESS OF ANY RETROACTIVE EFFECTIVE DATE OF ANY CHANGES OF SD-5023.\* THIS POLICY WILL NOT HE EXTENDED WITHOUT OBTAINING AGREEMENT FROM UNDERWRITERS HEREON. IN THE EVENT OF UNDERWRITERS HEREON NOT AGREE—ING TO SUCH, FURTHER EXTENSION COVERAGE WILL BE PROVIDED HEREON AS IF SUCH EXTENSION HAD NOT BEEN GRANTED.

\*INCLUDING RENEWALS OR REPLACEMENTS THEREOF.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

ZZ-1L71 Ptd. in U.S.A.

P O Box 76950	ENDORSEMENT NO4 TO POLICY NO ZCX 00 65 08	
	EFFECTIVE DATE	APRIL 1, 1983
MAMED MONSANTO COMPANY, ETAL	☐ ADDITIONAL	PREMIUM \$ INCLUDED

### FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

ZZ-1L71 Ptd. in U.S.A.

MONS 158165

Authorized Representative

	California Union Insurance Company 3807 Wilshire Bouleverd Suite 800 Los Angeles CA 90076 P O. 80x 76950		ENDORSEMENT POLICY NO. ZCX 00 65 08 APRIL 1, 1983
NAMED INSURED.	MONSANTO COMPANY, ETAL	☐ ADDITIONAL ☐ RETURN	PREMIUM \$ INCLUDED

### WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE FOLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

22-11.71 Ftd. in U.S.A.

	California Union Insurance Company 3807 Wilshire Bouleverd Suite 800 Los Angeles CA 90076 P.O. Box 76950	POLICY NO. 2 CX 00 65 08  EFFECTIVE DATE APRIL 1, 1983	
NAMED INSURED	MONSANTO COMPANY, ETAL	☐ ADDITIONAL	PREMIUM \$ INCLUDED
<del></del>			

### ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

22-11-71 Ptd. in U.S.A.

	California Union Insurance Company 3807 Wilshire Bouleverd Suite 800 Las Angeles CA 90076 P O 80x 76950	NO 1 TO	POLICY NO. ZCX 00 65 08  APRIL 1, 1983
NAMED INSURED	MONSANTO COMPANY, ETAL	☐ ADDITIONAL	PREMIUM \$ INCLUDED

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY (AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS AND CONDITIONS) IS AMENDED TO NIMETY (90) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10) DAYS NOTICE OF CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL SE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

22-11-71 Ptc, In U.S.A.

California Union insurance Company

Los Angeles, California

A STOCK INSURANCE COMPANY (herein called "the Company")

POLICY OF EXCESS INSURANCE

- DECLARATIONS zcx **00** 65 09

MONSANTO COMPANY NAMED INSURED

(PER UNDERLYING POLICIES)

800 NORTH LINDBERGH BLVD. ADDRESS ST.LOUIS, MISSOURI 63167

4-1-83 POLICY PERIOD: From \_

4-1-84

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

MEWOT ROBBIES NOEL BOSTON, MASS. OZIIG

At 12 01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)

**Policy Number(s)** 

Policy Pariod(s)

UNDERWRITERS AT LLOYDS.

LONDON AND VARIOUS COMPANIES

TO BE ADVISED

TO BE ADVISED

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$140,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE - EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$5,000,000. PART OF \$105,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

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item 4. FREMIUM - \$5,000. FLAT ANNUAL

四/jn/3/22/83

Authorized flepred

California Union Insurance Company

2 2 83x 76950, 3807 Wilshire Boulevara Suite 800 Los Angeles CA 90076

### California Union Insurance Company

3807 Wilshire Soulevard Suite 800 Los Angeles CA 90010 Post Office Box 78950 Los Angeles CA 90076 213 480 4700 Telex 687 437

ATTACHED TO AND
FORMING PART OF POLICY NO..... ZCX 00 65 09

EFFECTIVE DATE APRIL 1, 1983

NAMED INSURED .....

MONSANTO COMPANY, ETAL

SERVICE OF SUIT (Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM, WOODS, President, or his nominee, of the Company at P. O. Box 76950, Los Angeles, California 90076 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appesi.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officerspecified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof,

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

45/1m/3/22/83

	UNITER
California Union Insurance Company	ENDORSEMENT  NO 7 TO POLICY NO ZCX 00 65 09
	EFFECTIVE DATE DECEMBER 6, 1983
MONSANTO COMPANY, ET AL	□ 400:TONAL PREMIUM'S 1,590.
	T RETURN

IT IS UNDERSTOOD AND AGREED THAT EFFECTIVE DECEMBER 6, 1983, ITEM 3.DESCRIPTION OF EXCESS INSURANCE AS SHOWN ON THE DECLARATIONS PAGE IS AMENDED IN PART TO READ AS FOLLOWS:

\$10,000,000. PART OF \$105,000,000. EACH OCCURRENCE
AND ANNUAL AGGREGATE, WHERE APPLICABLE.
EXCESS OF LIMITS SPECIFIED IN ITEM 2.
ABOVE.

MONTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS. CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED THEN AS ABOVE STATED

HS/rp/12/14/83.

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## CAL UNIUN

- series	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 PO Baix 76950	ENDORSEMENT  NO 6 TO POLICY NO ZCX 00 65 09  EFFECTIVE DATE APRIL 1, 1983
MAMED INSURED	MONSANTO COMPANY, ETAL	ADDITIONAL PREMIUM \$ INCLUDED

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023\* OF VARIOUS COMPANIES.

THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE FOLLOWING ENDORSEMENTS ATTACHED TO THIS POLICY:

ERISA EXCLUSION
FIDELITY, EXCLUSION
WORKERS' COMPENSATION EXCLUSION

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COVERAGE PROVIDED BY THIS POLICY SHALL ONLY APPLY TO THE TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023\* BY VARIOUS COMPANIES AS OF THE INCEPTION DATE, APRIL 1, 1983 OF THIS POLICY REGARDLESS OF ANY RETROACTIVE REFECTIVE DATE OF ANY CHANGES OF SD-5023\*. THIS POLICY WILL NOT BE EXTENDED WITHOUT OBTAINING AGREEMENT FROM UNDERWRITERS HEREON. IN THE EVENT OF UNDERWRITERS HEREON NOT AGREEING TO SUCH FURTHER EXTENSION, COVERAGE WILL BE PROVIDED HEREON AS IF SUCH EXTENSION HAD NOT BEEN GRANTED.

\*INCLUDING RENEWALS OR REPLACEMENTS THEREOF.

NOTHING HEREIN CONTAINED SHALL SE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

ZZ-1L71 Ptd. in U.S.A.

			CAL UNION	
and the same	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 P.O. Box 76950	NO5	ENDORSEMENT POLICY NO. ZCX 00 65 09	
		EFFECTIVE DATE	APRIL 1, 1983	.,
HAMED INSLIRED	MONSANTO COMPANY, ETAL	☐ ADDITIONAL ☐ RETURN	PREMIUM \$ INCLUDED	<b></b>

## FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

ZZ-1L71 Ptd. in U.S.A.

Authorized Representative

MONS 158358

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			CALU	141014
	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076	,	ENDORSEMEN	
	P O Box 76950	NO TO	POLICY NO	ZCX 00 65 09
		EFFECTIVE DATE	APRII	1, 1983
NAMED INSURED.	MONSANTO COMPANY, ET AL	ADDITIONAL.	PREMIUM S	INCLUDED
		RETURN	, , , , , , , , , , , , , , , , , , ,	

## WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL SE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED,

HS/jn/3/22/83

ZZ-1L71 Ptd. In U.S.A.

MONS 158359

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		UNL CITION
California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 P O Box 76950	_	ENDORSEMENT POLICY NO. ZCX 00 65 09 APRIL 1, 1983
NAMED MONSANTO COMPANY, ETAL INSURED.	☐ ADDITIONAL	PREMIUM \$ INCLUDED

### ERISA EXCLUSION

THIS POLICY DORS NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYERS RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OF LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

ZZ-1L71 Ptd. In U.S.A.

MONS 158360

CAI LINION

Celifornie Union Insurance Company 3807 Wilshire Bouleverd Suite 800 Los Angeles CA 90076 P O. Box 76950	_	ENDORSEMENT POLICY NO. ZCX ( APRIL 1,	00 65 09
NAMED MONSANTO COMPANY, ETAL	☐ ADDITIONAL	PREMIUM \$	INCLUDED

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY, (AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS AND CONDITIONS) IS AMENDED TO NINETY (90) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10) DAYS NOTICE OF CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

ZZ-1L71 Ptd. In U.S.A.

				41011	
APNA SACRET	California Union Insurance Company 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076 P O. Box 76950	NO 1 TO	ENDORSEMENT POLICY NO. ZCX		
		EFFECTIVE DATE	APRIL 1, 19	83	
MAMED INSURED	MONSANTO COMPANY, ETAL	ADDITIONAL	PREMIUM \$	Included	_
.,,		RETURN			
					_

## PARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF AMY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSUFANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. . HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

4.76 PERCENT PART OF 100 PERCENT

II. QUOTA SHARE PARTICIPATION:

COMPANY

PERGENT PART OF POLICY NO. 100 PERCENT VARIOUS INSURANCE TO BE ADVISED 95.24 COMPANIES

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

ZZ-11.71 Ptd. in U.S.A.

158362 MONS

CAI IINION

## California Union Insurance Company

Lithige esi Daktoma

A STOCK INSURANCE COMPANY therein called "the Company"!

POLICY OF EXCESS INSURANCE

DECLARATIONS
ZCX 00 70 96

MAMED MSURED MONSANT COMPANY

(PER UNDERLYING POLICIES)

MAJENG ADDRESS

800 NORTH LINDBERGH BLVD. ST. LOUIS, MISSOURI 63147

POLICY PERIOD From 4-1-84

COMPANIES

To 4-1-85

THOMAS E · SEARS · INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLAHENDON STREET BOSTON, MASS. 02116

### Item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)

The state of the second section is a second

Policy Number(s)

Policy Pariad(s)

UNDERWRITERS AT LLOYDS, LONDON AND VARIOUS TO BE ADVISED

4-1-84 / 4-1-85

.tam 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$140,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

trum 3. DESCRIPTION OF EXCESS INSURANCE - EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 10,000,000. PART OF \$105,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

item 4. PREMIUM \_ \$12,500 FLAT ANNUAL

MY/rp/3/28/84

### This is a Policy of Exessa Insurance issued by the Company to the partyle) named in the declarations (horsefter referred to as the "Insurad")

- A) WHEREAS, This Jek grate productioning insurers have issued to the insured commit screened establishment. Designated underlying insurances of the virial trial which policies, including renewals or repracements thereof or the junctions are never cared the designated underlying insurances which have project in the insurance described in flem 2. Description of Designated underlying the insurance described in them.
- NOW, 19 20 c. is to indemnit, the insured in accordance with the approached in the insured in accordance with the approach of the designated underlying in the rest cases as specified in frem 3/Description of Excess insurance of the secondary.
- C. The militar on alforded by this Policy shall follow that of the designated underlying in the level of anothing in this Policy or the designated underlying in the contrary notwithstanding, the Company shall not be obligated to write in the contrary notwithstanding, the Company shall have the program of defense of any claim or stuff ordugation or owning included against the insueed, but the Company shall have the right and contrary the coordinate to associate with the trisured in the defense or control time. Jam fault or proceeding which appeals reasonably feely to live or formation in a which avent the insured and the Company shall codeparate in all the included are of monitored from claim, suit or proceeding, but no poligation of all the included in the amount of the excess loss decomes for any street introduction than the amount of the excess loss decomes or in the company than, the insured may pay the amount of excess loss in all amount of effect settlement and, upon submission of our proof interest, the insured pay such amount or the Company with appropriate of the insured, pay such amount to the claimant on behalf of the insured. Day such amount to the claimant on behalf of the insured. Day such amount to the claimant on behalf of the insured. Day such amount to the claimant on behalf of the insured. Day such amount to the claimant on behalf of the insured. Day such amount to the claimant on behalf of the insured. Day such amount to the claimant on behalf of the insured or such designated underlying insurance, ISI where standing by endorsement attended by this Policy shalf not apply to any expenses or in the designated underlying insurance.
- D. The dram limit or this Policy is the amount stated in Item 4 of the deciarations and it is because upon dervery of this Policy.

- The Company snall be furnished with copies to designated unitarity to suppose and 4, entorsements thereto which in any manner street in silvery expressionate as sconias practicable.
- F. In sign of may be connected by the Named insured by surrender merective the Cumpany of his authorized agents, or by making to the Company written notice stating when thereat in the concentation or remnation of the tipe of agyreen diviewer. That in the element of cancer ation or remnation or the tipe grasped inderwing insurance this policy to the extent of such cancer ation or remnation, shall be seen to sopy to the same time without rotted to the insured This policy may be cancerted by the Company by making to the valend in Significant or the more stating which into desirable the address shown in this Policy, written obtay stating which not desirable the Company indication in state of the Company indication as not desirable however the Company indication from the Themselvi of the company of the Named insured cancers earlied of the Named insured of the company of the Named Insured cancers earlied of the Named Insured Cancers.

If the Named Insured cancels, earned premiums shall be computed in accordance, with the outstomary about rate tables, and procedure the Jumpany cancels, warned premiums shall necessary produced our prais. Premium should mental has be made either at the time cancellation reletified or also sook as procedure to refer the reafter but deviment or lender, of unpermitting premium is not a condition of concellation.

If this Policy insures more than one insured, cancellation may be effected by the first of such Named Insureds as named in the deciarations for the account of all insureds, and notice of cance, around the Company of Submit 1 st Named insured shall be notice to all insureds. Payment of any uncertained cremium of such inst Named Insured Shall be for the account of all insureds.

If the period of the designated underlying insurance a not concurrent with the terms of this Policy, it is agreed that for the ourbose of determining the Company's hability for loss in excess of the aggregate mits where abblicable, at the designated underlying insurance, only loss habbening during the ferm of this Powdy shall be included.

#### RUCLEAR ENERGY LIABILITY EXCLUSION

#### This Policy does not apply:

- a. Under any Liability Governge to begin injury or property damage
  - "with respect to which an insured under the Policy is also an insured under a microal energy liability Policy issued by Nuclear Energy Liability Insurance Association. Nuclear Insurance Association Nuclear Insurance Association of Caneda, or would be an insured under any such the Colcy but for its termination upon exhaustion of its limit of liability, or
  - The city but for its termination upon exhaustion of its limit of liability, or insulting from the historicondenses of nuclear material and with respect to which as any person or organization its required to maintenant inspirate protection pursuant to the Atomic Energy Act of 1954 or any law amendatory freeter or for the Insurad is, or had this Policy not been issued would be, antilled to nuaminity from the United States of America, or any agency thereof, index any agreement entered into by the United States of America, or any agency thereof with any person or organization:
- b. Under any Medical Psyments Coverage, or under any Supplementary Payments provision relating to first and, to expenses incurred with respect to nod a many resulting from the procedure properties of nuclear material and ensingloud of the operation of a nuclear facility by any person or organization.
- e. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

  The nuclear material rat is at any nuclear facility owned by, or operated by or or penalt of an insured, or till hearbean discharged or dispersed therefrom.
  - 2 the nuclear material is contained in spent fuel or waste at any time posessed handled, used, processed, stored, transported or disposed of by or unipenaltial an insured, or
  - 3. The bodily mury or property damage arress out of the furnishing by an insurance of services materiels, party or educationent in donnection with the planning construction mentenance, operation or use of any nucrear facility but fouch facility sligisted within the United States of Americal its territories or possessions, or Canada, line exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

#### d. As word in this Essinators

- (1) "Hazardous properties," include factoactive, foxic, of explosive properties,
- (2) "Nuclear material" means source material, special nuclear material or dyproduct material.
- (3) "Source material", "special nuclear material" and overoduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 18) "Spent fuel" means any fuel element or fuel component spild or rouid, which has been used or exposed totagration in a nuclear reactor.
- 15) "Waster" means any waste material at containing overoduct material other than the tailings or wastes produced by the extraction of understation of unusurum or thorough from any die processed bitmet ty for its source material content, each of teaching from the operation by any person or organization of any-fluctear facility included within the definition of nuclear facility under paragraph (8) (a) or (b) thereof.
- (6) "Nuclear facility" magns rai any nuclear reactor or any equipment or device designed or used for its soparating the isotopes of utahis, more obstacled or its soparating the isotopes of utahis, more obstacled or the processing, or packaging waste for any equipment or device used for the processing, raincating or alloying or special nuclear material fat any time the cross-amount of such materials in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of pulliformium or uranium 233 or any combination thereof or more than 250 grams of utahism aum 235, tid any structural, basin, excayation orders as or place propared or used for the storage or disposal of waste, and is included that storage or disposal of waste, and is included that is on which any of the rolegoing is located, all outerations conducted on such site, and all premises used for such operations.
- 77 "Nuclear recenter" means any apparetus designed or used to sustain medicar Sector: in a self-supporting chain relation or to contain a critical mass of Sectorable meteoria;
- i8t "Property damage" includes all forms of radioactive contamination of property

Harry E Hoyt

KENNETH W WOODS Prevident

## California Union Insurance Company

ATTACHED TO AND FORMING PART OF POLICY NO. ZCX 00 70 96

EFFECTIVE DATE APRIL 1, 1984

\*.4MED INSURED

MONSANTO COMPANY, ETAL

SERVICE OF SUIT (Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters if as no hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such soft may be made upon KENNETH WM. WOODS. President, or his nominee, of the Company at P. O. Box 76950, Los Angeles, California 90076 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such such and or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent. Commissioner or Director of dissurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and 'awful attorney upon whom hay be served any lawful process of any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary nereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

MY/rp/3/28/84

	California Union Insurance Company	ENDORSEMENT		
	NO 7 TO POLICY NO ZCX 00 70 96			
	EFFECTIVE DATE APRIL 1, 1984			
14. T	MONSANTO COMPANY	Z ADDITONAL NIL		
,		RETURN PREMIUM'S MILE		

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE LIMITS FOR ITEM II DE-SCRIPTION OF DESIGNATED UNDERLYING INSURANCE AND ITEM III DESCRIPTION OF EXCESS INSURANCE AS SHOWN ON DECLARATIONS PAGE IS AMENDED TO READ AS FOLLOWS:

ITEM 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE

\$142,500,000.

EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

ITEM 3. DESCRIPTION OF ESCESS INSURANCE

\$ 10,000,000.

PART OF \$107,500,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

TO THE CONTRACT SHALL BE HELD TO VARY ALTER WAIVE OF EXTENDIANY OF THE TERMS CONDITIONS CHILD CALL TO A CONTRACT OF CHILD CALL TO A HIGH THIS ENDOPSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MY/rp/12/3/84

### California Union Insurance Company

### ENDORSEMENT

TO POLICY NO ZCX 00 70 96

APRIL 1, 1984 EFFECTIVE DATE

MONSANTO COMPANY, ETAL

ADDITONÁL

PREMIUM'S INCLUDED

RETURN

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023\* OF VARIOUS COMPANIES.

THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE FOLLOWING ENDORSEMENTS ATTACHED TO THIS POLICY:

> ERISA EXCLUSION FIDELITY, EXCLUSION WORKERS' COMPENSATION EXCLUSION

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COVERAGE PROVIDED BY THIS POLICY SHALL ONLY APPLY TO THE TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023\* BY VARIOUS COMPANIES AS OF THE INCEPTION DATE, APRIL 1, 1983 OF THIS POLICY REGARDLESS OF ANY RETROACTIVE EFFECTIVE DATE OF ANY CHANGES OF SD-5023\*. THIS POLICY WILL NOT BE EXTENDED WITHOUT OBTAINING AGREEMENT FROM UNDERWRITERS HEREON. IN THE EVENT OF UNDERWRITERS HEREON NOT AGREEING TO SUCH FURTHER EXTENSION, COVERAGE WILL BE PROVIDED HEREON AS IF SUCH EXTENSION HAD NOT BEEN GRANTED.

\*INCLUDING RENEWALS OF REPLACEMENTS THEREOF.

THIS HERE NORMAINED SHALL BE HELD TO VARY LALTER, WAIVE OR EXTENDIANY OF THE TERMS INCOMINGNESS ARE, WITH

THE FOLICY TO WHICH THIS ENDOPSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

MY/rp/3/28/84

California Union Insurance Company	ENDORSEMENT		
	NO 5 TO POLICY NO ZCX 00 70 96		
	EFFECTIVE DATE APRIL 1, 1984		
MONSANTO COMPANY, ETAL	ADDITONAL		
	T RETURN		

### FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

THIS HERE NIGONTAINED SHALL BE HELD TO VARY I ALTER, WAIVE OR EXTENDIANY OF THE TERMS CONDITIONS OR LIMITA
TO SET THE FOLICY TO WHICH THIS ENDOPSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MY/rp/3/28/84

California Union Insuranc	
e in the second	ENDORSEMENT NO 4 TO POLICY NO ZCX 00 70 96
	EFFECTIVE DATE APRIL 1, 1984
MONSANTO COMPANY, ET A	TOUR CIVIL
	PREMIUM'S INCLUDED

## WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

141 HERE NICONTAINED SHALL BE HELD TO MARY ALTER WAIVE OR EXTEND ANY OF THE TERMS CONDITIONS OR LIMITAIN OF THE FOLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MY/rp/3/28/84

## California Union Insurance Company

ENDORSEMENT

NO 3 TO SOLICY NO ZCX 00 70 96

EFFECTIVE DATE APRIL 1, 1984

MONSANTO COMPANY, ETAL

**ADDITONAL** 

PREMIUM \$ INCLUDED

\_ RETURN

### ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

THE HERE TO JON TAINED SHALL BE HELD TO MARY INJURY OF EXTENDIANY OF THE TERMS. CONDITIONS OR LIMITAL FOR THE FELL DE TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MY/rp/3/28/84

California Union Insurance Company		ENDORSEMENT		
		NO 2 TO POLICY NO ZCX 00 70 96		
		EFFECTIVE DATE APRIL 1, 1984		
	,			
:,***	MONSANTO COMPANY, ETAL	_ ADDITONAL		
		PREMIUM S INCLUDED		
<u></u>		:		

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY, (AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS AND CONDITIONS) IS AMENDED TO NINETY (90) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10) DAYS NOTICE OF CANCELLATION SHALL APPLY.

THING HERE IN CONTAINED SHALL BE HELD TO VARY I ALTER, WAIVE OR EXTENDIANY OF THE TERMS. CONDITIONS OF LIMITA TO IS IN THE POLICY TO WHICH THIS ENDOPSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MY/rp/3/28/84

	California Union Insurance Company	ENDORSEMENT  TO POLICY NÖ ZCX 00 70 96
		(REVISED)  EFFECTIVE DATE APRIL 1, 1984
NAMES Machil	MONSANTO COMPANY, ETAL	ADDITONAL INCLUDED
		PREMIUM 5

### PARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

- I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:
  - 9.30 PERCENT PART OF 100 PERCENT
- II. QUOTA SHARE PARTICIPATION

COMPANY POLICY NO. PERCENT PART OF 100 PERCENT

VARIOUS INSURANCE TO BE ADVISED 90.70

NOTHING MEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA-TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

MY/rp/12/3/84

HONS 159020

California Union Insurance Company

Los Angeles, California

A STOCK INSURANCE COMPANY (herein called "the Company")

POLICY OF EXCESS INSURANCE

DECLARATIONS
ZCX 00 78 68

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MAND MONSANTO COMPANY, ET AL MANDE (AS PER UNDERLYING INSURANCE)

MARNE 800 NORTH LINDBERGH BLVD.
ACCOUNTY ST. LOUIS, MISSOURI 63167

FOLICY FERIOD: From 4-1-85

4-1-86

OULT (KINO): Hast

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

JOHN HANGOCK TOWER ESS CLARENSON STREET BOSTON, MASS. ORIG

At 12.01 A. M. Standard Time at the address of the framed Insuled as stated nersin

Item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)

Policy Number(s)

Policy Period(s)

Underwriters at LLOYDS

LONDON AND VARIOUS COMPANIES TO BE ADVISED

4-1-85 TO 4-1-86

item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$48,000,000.

EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS

OF PRIMARY LIMITS.

Itom 3. DESCRIPTION OF EXCESS INSURANCE - EXCESS UMBRELLA LIABILITY: PERSONAL INJURY,
PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 2,000,000.

PART OF \$20,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

item 4. PREMIUM --

\$40,000. FLAT ANNUAL

SW/rp/8/6/85

72 4HC76 Ptd in L 5 A (3-82)

By:

### This is a Poliny of Excess Insurance issued by the Company to the partylel named in the declarations (hereafter referred to as the "Insured")

- A. WHEREAS, Inflosis production of control con
- 8. NOW, in Figure and intermit ingressing to a 10 mails of the about of 6 mails of the about of 6 mails of
- C. The mentioned attention in the form single terror, they be a character and or a single terror and they be a character and or a single terror and they be a character and th
- The premium for this Policy is the amount stated in item 4 of the declarations and is the principle.

- B. The implies the best of a property of the second and a second as the secon
- ## Thy For a may be can effect to the Named incured by surrenger never than Company or any of its automated agents, or by making to the Company which in a standard agents of the making to the Company which in a standard of the standard agents of the standard of the stan

or the Name I finalized cancers learned premium's scall be computed in according to according to the missonary stight rate fables and procedure. This is smooth carried scalled carried premiums shall be unhabited ordinate. From unliad is immade sharrant he immediance lighter or also soon as place tube. The walker has been according to the carried of unsample premium is not a contition of carried out unsample premium is not a contition of carried out.

If this Policy insures more than one insured, cancellation may be affected by the first of such Named Insureds as hained in the acceptance for the acceptance of such as a sured in the acceptance for the acceptance of such as the sureds and notice of cancellation by the Company to such list Named insured shall be notice to all insureds. Payment of any unestined premium to such list Named Insureds shall be for the account of all insureds.

If the period of the designated underlying insurance is not opnownent with the terms of this Policy it is agreed that for the purpose of determining the Comparty's liability, for loss in excess of the aggregate limits where applicable, of the dissignated underlying insurance, only loss happening during the term of this Policy shall be included.

### NUCLEAR ENERGY LIABILITY EXCLUSION

#### This Policy does not apply:

- e. Under any Linkitty Coverage to bodily injury or property damage:
  - (3) with respect to which an insured under the Policy is also an insured under a micrear energy liability. Policy issued by Nuclear Energy Liability Insurance Association. Nutural Aromic Energy, Liability Underwriters, or Nuclear insurance Association of Canada, or would be an insured under any such Policy but for its termination upon exhaustion of its firmit of fliability, or
  - 2) resulting from the hazardous properties of nuclear material and with respect to which less any person of organization is required to maintain finencial projection pursoant to the Atomic Energy Act of 1954 of any law amendatory travel or 10 fre-floured is on had this Policy not been assued would be, entired to indemnity from the United States of America, or any agency thereof, under any agreement entered into bytes of the United States of America, or any agency thereof with any person or organization.
- b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodie injury resulting from the hezardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- u. Under any Lishility Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear meterial, if:

  (i) the nuclear meterial of the property damage resulting the process meterial of the process of
  - the nuclear material (a) is at any nuclear faculty owned by, or operated by or on pahalif of, an insured, on (b) has been discharged or dispersed therefrom.
  - (2) the nuclear material is contained in spent fuel or weste at any time possessed handled used, processed, stored, transported or disposed of by or on behalf of an insured, or
  - (3) the bodily many or properly demage enses out of the furnishing by an losured of services, materials, parts or educionant innonnection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or biossessions, or Canada, into exclusion (3) applies only to pruperly damage to such nuclear facility, and any property Thereat.

#### d. As used in this Exchaige:

- (1) "Hazardous properties" include radioactive, toxic, or explosive properties.
- "Nuclear material" means source material, special nuclear material or byproduct material;
- (3) "Source materiel", "special nuclear material" and byologius material have the meanings given them in the Atomic Energy Act of 1954 principles amendatory thereof;
- (4) "Spent fuel" means any fuel element or fuel component solid or Equid, which has been used of exposed to radiation in a nuclear reactor.
- (5) "Waste" means any waste material (a) containing byproduct material other than the tailings or wastes produced by the extraction or conjecture of unnum or thorum from any one processed primarily for its out-ternaterial content, and lob resulting from the operation by any person or organization of any nuclear society included within the definition of nuclear facility included within the definition of nuclear facility included within the definition of nuclear facility included.
- (6) "Nuclear facility" meens (a) any nuclear reactor, (b) any equipment of device designed or used for (i) separating the isotopes of utanium or billionium in processing or utilizing spent fuel or fail handling, processing or packaging waste (c) any equipment or device used for the processing to packaging waste (c) any equipment or device used for the processing tableage alloying of special nuclear material if at any time the total amount of such materials in the custody of the Insured at the premises where such excipend or device is located consists of or contents more time 25 grams of purplic or devices to located consists of or contents more time 25 grams of parasity parasity parasity processes and the processes of parasity parasity parasity parasity processes of the stranger of deposits of waste, and fell includes the sire of which any of the toregoing is located, all operations conducted on such of early premises used for such operations.
- (7) "Ruelner reacter" means any apparatus designed or used to sustain nuclear flation in a self-supporting chain reaction or to contain a sifting mass of flationable material;
- (8) "Property damage" includes all forms of radioactive comprise on the property

MEMBERS W WORLD Supposed

MONS 159324

Harry & Hoyt

## California Union Insurance Company

3700 Wilshire Boulevard, Ste. 520 Los Angeles, California 90010 (213) 480-4630 Telex 687-437 ATTACHED TO AND FORMING PART OF POLICY NO. 2CX 00 78 68

EFFECTIVE DATE APRIL 1, 1985

NAMED INSURED MONSANTO COMPANY, ET AL

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at 3700 Wilshire Boulevard, Ste. 520, Los Angeles, California 90010 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Cariada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

SW/rp/8/6/85

ZZ-9G30 Printed in USA

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	L	U	/ V	II	u	/1	7

California Union Insurance Company Los Angeles CA 90010		ENDORSEMENT					
		NO 6 TO POLICY NO ZCX 00 78 68					
		EFFECTIVE DATE APRIL 1, 1985					
NAMED INSURED	MONSANTO COMPANY, ET AL	☐ ADDITONAL  PREMIUM 9 INCLUDED  RETURN					

## ASBESTOS EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY ARISING PRIOR TO, DURING AND/OR SUBSEQUENT TO THIS POLICY PERIOD, AND/OR THE REDUCTION OF ANY UNDERLYING AGGREGATE LIABILITY LIMITS, RESULTING FROM:

- (1) EXPOSURE TO ASBESTOS IN ANY FORM, AMD/OR,
- (2) MANIFESTATION OF ANY ASBESTOS RELATED INJURY, INCLUDING (BUT NOT LIMITED TO) ASBESTOSIS, MESOTHELIONA, AND/OR BRONCHOGENIC CARCINOMA.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

MONS 159326

ZZ 1L714 Pid in U.S.A.

ENDORSEMENT	
NO. 5 TO POLICY NO. ZCX 00 78 68	
EFFECTIVE DATE APRIL 1, 1985	

NAMED INSURED

MONSANTO COMPANY, ET AL

Los Angeles CA 90010

California Union Insurance Company

ADDITONAL

PREMIUM S INCLUDED

☐ RETURN

THIS POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA-TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

ZZ 1L71# Pid in U.S.A.

	California Union Insurance Company Los Angeles CA 90010	ENDORSEMENT NO . 4 TO POLICY NO . 2CX . 00 . 78 . 68	
		EFFECTIVE DATE APRIL 1, 1985	
NAMED INSURED	MONSANTO COMPANY, ET AL	ADDITONAL     PREMIUM \$ INCLUDED	
		☐ RETURN	

### AGENT ORANGE LIABILITY - EXCLUSION

IT IS AGREED THAT THIS POLICY, DOES NOT APPLY TO LIABILITY OF ANY KIND ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE, COMPOSED OF 2, 4-D AND 2,4,5-T AND CONTAINING DIOXIN (TCDD). THE COMPANY SHALL HAVE NO DUTY OF ANY KIND WITH RESPECT TO ANY CLAIM OR SUIT WHICH SEEKS, IN WHOLE OR IN PART, DAMAGES OR ANY OTHER RELIEF ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE.

IT IS FURTHER AGREED THAT AGGREGATE LIMITS OF LIABILITY IN ANY UNDERLYING INSURANCE OR SELF-INSURED RETENTION SHALL NOTAS RESPECTS COVERAGE PROVIDED HEREUNDER, BE REDUCED BY LOSSES ARISING OUT OF THE PRODUCTS LISTED IN THE FIRST PARAGRAPH HEREOF.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS. OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

22 IL71a Ptd in U.S.A.

	California Union Insurance Company Los Angeles CA 90010		ENDORSEMENT				
		•	NO.	3	TO PO	ICY NO ZCX 00 78 68	
~ <del></del> ~_~			EFFE	CTIVE	DATE	APRIL 1, 1985	
NAMED NSURED	MONSANTO COMPANY, ET AL.		а	ADDIT	ONAL	INCLUDED	
				RETUR	IN	PREMIUM \$TRCEGOED	

## FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

MONS 159329

22 1£71a Ptd in U.S.A.

CA	L	U	V	10	)/	V

	California Union Insurance Company Los Angeles CA 90010	ENDORSEMENT				
		NO . 2	TO POLICY NO	ZCX 00 78 68		
		EFFECTIV	EDATE APRI	1, 1985		
AMED SURED	MONSANTO COMPANY, ET AL	🗀 ADDI	TONAL	. INCLUDED		
		□ RETU		MIUM \$ INCLUDED		

## WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

SW/rp/8/6/85

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22 11.71a Ptd in U S A

•	California Union Insurance Company Los Angeles CA 90010	ENDORSEMENT				
		NO 1 TO POLICY NO. 2CX 00 78 68				
		EFFECTIVE DATE APRIL 1, 1985				
NAMED INSURED	MONSANTO COMPANY, ET AL	☐ ADDITONAL				
		PREMIUM \$ INCLUDED				

### ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTÉR, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA-TIONS: OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

MONS 1

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ZZ 1L71a Ptd in U.S.A.

California Union Insurance Company

Los Angeles, California

A STOCK INSURANCE COMPANY therain called "the Company"!

POLICY OF EXCESS INSURANCE

**DECLARATIONS** zcx 00 78 69

NAMED MONSANTO COMPANY, ET AL NSURED

(AS PER UNDERLYING INSURANCE)

MARING ADDRESS

800 NORTH LINDBERGH BLVD.

ST. LOUIS, MISSOURI 63167

POLICY PERIOD: From \_

4-1-85

4-1-86 \_\_ To \_

Ar 12:01 A.M. Standard Time at the address of the Named Insured as stated netern

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER BOSTON, MASS. 02716

Item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)

Policy Number(s)

Policy Period(s)

UNDERWRITERS AT LLOYDS LONDON AND VARIOUS

TO BE ADVISED

4-1-85 TO 4-1-86

item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$80,000,000.

EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS

OF PRIMARY LIMITS.

Itom 3. DESCRIPTION OF EXCESS INSURANCE - EXCESS UMBREILLA LIBBILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 3,00**0,000.** 

PART OF \$20,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE,

WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM—

\$22,500. FLAT ANNUAL

SW/rp/8/6/85

22 4m/7: Pro 1 : 3 4 3 82

### This is a folicy of Exesse (neurance issued by the Company to the partyls) named in the declarations (hersefur referred to se the "Insured";

- WHEREAS, THE poop read or before provided the designated on demonstration of the control of the surance fested in Ref. 1. Designated on demonstration of the demonstration with pictures, in Judicial renewals of representations of the office and another provided and the designated and designation assessment and the second of the demonstration of Kichita, at the durarations
- B. NOW, H. Co., John Sign of the result of the dispersion of the accession of the second of the dispersion of the second of the
- C. The line training afforcand by the March, about followings of the designated singleny The new rate of processing of the fields of the control of the designated in grand of the control of the contro to the claimann to effect settlement and upon submission of due proof thereof. 10 The Company will internet the trained for submission or due productionally. The Company will internet, the trisured for such payment of the Company will, donnied eather the trained of the insured. Day such amount to the claimant on berait of the resured. It the insurance afforded by this Policy shall not apply to any expenses for which insurance is provided in the designated underlying insurance, it's where the company to a many and a strength to the result. amended by endorsement attached hereto
- The gramium for this Policy is the amount stated in item 4 of the declarations and is palable upon delivery of this Policy

- Resilient processes with the constraint of the graph of the constraint of the constr
- an official number of the same of the Named Insured by surrenge inversed to the Company of its authorized agains, or by making to the Company written control of the same of t

If the Namer Insured crimes, earned premiums stall be complicated acts with the customar, prost rate tables and procedure. The Compliant Control control careful and procedure in the Compliant Control control careful and permitted and procedure and permitted and procedure and permitted and procedure and permitted by payment or tables of unearried premium is not a constitution of cancellation.

It this Policy insures more than one insured, cancellation may be effected to the first of such Named Insureds as named in the declarations for the account of an insureds, and notice of cancellation by the Company to such first Named Insured. Payment of any ungarned grenium to such first Named Insureds. Payment of any ungarned grenium to such first Named Insured shall be for the account of all Insureds.

If the period of the designated underlying insurance is not concurrent with the terms of this Policy, it is agreed that for the purpose of desamining the Company's liability for oss in excess of the aggregate limits where applicable, of the designated underlying insurance, only loss happening during the term of this Policy shall be included.

### NUCLEAR ENGREY LIABILITY EXCLUSION

### This Pellay does not apply:

a. Under any Liability Coverage to bodily injury or property damage



- with respect to which an insured under the Policy is also an insured under a nuclear energy trability Policy issued by Nuclear Energy trability Insurance Association of Moutait Atomic Energy trability Underwriters, or Nuclear Insurance Association of Ganada, or would be an insured under any such Policy but for its terminatron upon exhaustion of its limit of hability, or
- 721 resulting from the hexeridous properties of nuclear material and with respect to which sall any person or organization is required to mainteen financial projection dursuant to the Allomic Energy Act to 1954, or any law amendatory method, or of the Indian financial is on had this Policy not been assued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency impreciation,
- Unider any Madical Payments Coverege, or under any Supplementary Peyments provision realing to trial aid, to expense industrial with respect to bodily injury resulting from the hazardous problems of succide material and ene-ing out of the operation of a nuclear facility by any person or organization.
- Unidor any Lightitry Coverage, to body musy or present demane resulting from the historious properties of nuclear material, it: the nuclear material is as a set on nuclear facility owned by, or opposited by or on behalf it, an insured, or (so pas been discharged or departies manertom,

  - (3) the bodily injury of property develop arises out of the furnishing by an Insured of services, materials, significant sequential in connection with the blenning, construction maintenance, operation or use of any nuclear facility, but if such facility is logisted within the United States of America, its territories or possessions, in Canada, this exclusion (3) explices only to property damage to

- As word in this Engles
  - (1) "Hazardous properties" include radioactive, toxic, or explosive properties
  - (2) "Nuclear material" meens source material, special nuclear material or byproduct material.
  - (3) "Source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or if any law amendatory thereot;
  - "Spent fuel" means any fuel element or fuel component, solid of liquid, which has been used or exposed to radiation in a nuclear reactor.
  - "Waste" meens any waste material (a) containing byproduct material other than the takings or wastes produced by the extraction of concentration of wantum or thoroum from any ore processed primarily for its source material content, and (b) resulting from the operation by any parson or organization of any nuclear facility included within the definition of nuclear facility under peragraph (6) fall or (b) thereof:
  - (8) "Nuclear facility" meens (a) any nuclear reactor; (b) any equipment or device designed or used for (a) separating the notices of unantum or plutonium. (a) processing or unkning spent (us) or (a) handling, processing, fancting or packaging waste (c) any equipment or device used for the processing, fancting or alloying of special nuclear material (a) any time the total amount of such material in the custody of the final set of the processing fanction of device is located consists of or contains where then 25 grams or purposed or useful min 230 grams of purposed or useful for the strongs or deposal of waste, and (a) includes the site on which any of the foregoing is located, an operational conducted on such site, and as premises used for such operations.

  - (8) "Property damage" includes all forms of radioactive contamination of prop-

Ham & Stryt

auch nuclear facility and any property thereat,

### California Union Insurance Company

3700 Wilshire Boulevard, Ste. 520 Los Angeles, California 90010 (213) 450-4630 Telex 657-437 FORMING PART OF POLICY NO. ZCX 00 78 69

EFFECTIVE DATE APRIL 1, 1985

NAMED INSURED MONSANTO COMPANY, ET AL

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at 3700 Wilshire Boulevard, Ste. 520, Los Angeles, California 90010 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

SW/rp/8/6/85

MONS 159450

ZZ-9G30 Printed in USA

	California Union Insurance Company Los Angeles CA 90010	ENDORSEMENT NO.: 6 TO POLICY NO. ZCX 00 78 69
		EFFECTIVE DATE APRIL 1, 1985
IAMED NSURED	MONSANTO COMPANY, ET AL	ADDITONAL INCLUDED
		PREMIUM \$ INCLUDED

### ASBESTOS EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY ARISING PRIOR TO, DURING AND/OR SUBSEQUENT TO THIS POLICY PERIOD, AMD/OR THE REDUCTION OF ANY UNDERLYING AGGREGATE LIABILITY LIMITS, RESULTING FROM:

- (1) EXPOSURE TO ASBESTOS IN ANY FORM, AND/OR,
- (2) MANIFESTATION OF ANY ASBESTOS RELATED INJURY, INCLUDING (BUT NOT LIMITED TO) ASBESTOSIS, MESOTHELIOMA, AND/OR BRONCHOGENIC CARCINOMA-

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

22 1L71a Ptd in U.S.A

	California Union Insurance Los Angeles CA 90010	Company	NO.	5	TO PO	ENDORSEMENT DLICY NO ZCX 00 78 69
			EFF	CTIVE	DATE	APRIL 1, 1985
IAMED NSURED	MONSANTO COMPANY, ET AL			ADDITO	ONAL	DREAMINA & INCLUDED
				RETURI	N	PREMIUM \$ INCLUDED

## POLLUTION EXCLUSION - ABSOLUTE

THIS POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

MONS 159452

ZZ 1L71a Pid in U S A

CAL	UNION	1

	California Union Insurance Company Las Angeles CA 90010				ENDORSEMENT
		NO.	4	TO PC	DLICY NO. ZCX 00 78 69
-		EFF	ECTIVE	DATE	APRIL 1, 1985
NAMED INSURED	MONSANTO COMPANY, ET AL	0	ADDITO	DNAL	TNCT-IDED
			RETURI	N	PREMIUM \$ INCLUDED

### AGENT ORANGE LIABILITY EXCLUSION

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO LIABILITY OF ANY KIND ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE, COMPOSED OF 2, 4-D AND 2, 4, 5-T AND CONTAINING DIOXIE (TCDD). THE COMPANY SHALL HAVE NO DUTY OF ANY KIND WITH RESPECT TO ANY CLAIM OR SUIT WHICH SEEKS, IN WHOLE OR IN FART, DAMAGES OR ANY OTHER RELIEF ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE.

IT IS FURTHER AGREED THAT AGGREGATE LIMITS OF LIABILITY IN ANY UNDERLYING INSURANCE OR SELF-INSURED RETENTION SHALL NOTAS RESPECTS COVERAGE PROVIDED HEREUNDER, BE REDUCED BY LOSSES ARISING OUT OF THE PRODUCTS LISTED IN THE FIRST PARAGRAPH HEREOF.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/5/85

Authorized Representative

ZZ-IL71a Pid in U.S.A

	California Union Insurance Company Los Angeles CA 90010	ENDORSEMENT NO. 3 TO POLICY NO ZCX 00 78 69		
	,	EFFECTIVE DATE APRIL 1, 1985		
NAMED INSURED	MONSANTO COMPANY, ET AL	ADDITONAL     BREMIUM * INCLUDED		
		PREMIUM \$ . INCLUDED		

## FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

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SW/rp/8/5/85

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MONS 159454

ZZ 1L71a Pid in U S A

California Union Insurance Company Los Angeles CA 90010			ENDORSEMENT NO 2 . TO POLICY NO . ZCX .QQ .78 69			
		a			APRIL 1, 1985	
NAMED INSURED	MONSANTO COMPANY, ET AL			ADDITONAL	PREMIUM S. INCLUDED	
				RETURN	FREMIUM 3.	

## WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/5/85

MONS 159455

ZZ 1L71a Pid in U.S.A

	California Union Insurance Company Los Angeles CA 90010	ENDORSEMENT .		
		NO. 1 TO POLICY NO. ZCX 00 78 69  EFFECTIVE DATE APRIL 1, 1985		
NAMED INSURED	MONSANTO COMPANY, ET AL	☐ ADDITONAL PREMIUM \$ INCLUDED		
		RETURN		

### ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMERIMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BEHEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/5/85

ZZ 1L71a Pid in U.S.A.

MONS 159456

Authorized Representative

Celifornia Union insi	urance Company	CAL UNION POLICY OF EXCESS INSURANCE
	NSURANCE COMPANY billed "the Company")	DECLARATIONS ZCX 00 79 14
MONSANTO COMPA RATED (AS PER UNDERL SOO NORTH LIND DMSS ST. LOUIS, MIS L DLCYPEROOD From 4-1-85	YING INSURANCE) BERGH BLVD.	THOMAS E-SEARS-INC- INSURANCE - REINSURANCE  **** CLARENCE TOWER *** CLARENCE TOWER **** CONTON. MASS. 02116
12 01 A M. Standard Time at the address of Starm 1. DESIGNATED Designated Unifor	UNDERLYING INSURANCE	Policy Period(s)
UNDERWRITERS A	T LLCYDS TO BE ADVISED TO BE ADVISED	4-1-85 TO 4-1-86
·		
	·	e - umbrella liability; personal overtising liability combined: Gregate, where applicable, excess
tiom 2. DESCRIPTION \$40,000,000.	INJURY, PROPERTY DAMAGE AND ALL EACH OCCURRENCE AND ANNUAL AG	DVERTISING LIABILITY COMBINED: GREGATE, WHERE APPLICABLE, EXCESS ELLA LIABILITY; PERSONAL INJURY,
tiom 2. DESCRIPTION \$40,000,000.	INJURY, PROPERTY DAMAGE AND ALL AGE OF PRIMARY LIMITS.  OF EXCESS WBURANCE - EXCESS UMBRI PROPERTY DAMAGE AND ADVERTISING PART OF \$8,000,000. EACH OCCUR	OVERTISING LIABILITY COMBINED: GREGATE, WHERE APPLICABLE, EXCESS ELLA LIABILITY; PERSONAL INJURY, NG LIABILITY COMBINED:
item 2. DESCRIPTION \$40,000,000.	INJURY, PROPERTY DAMAGE AND ALL AGE OF PRIMARY LIMITS.  OF EXCESS WBURANCE - EXCESS UMBRI PROPERTY DAMAGE AND ADVERTISING PART OF \$8,000,000. EACH OCCUR	DVERTISING LIABILITY COMBINED: GREGATE, WHERE APPLICABLE, EXCESS ELLA LIABILITY; PERSONAL INJURY, NG LIABILITY COMBINED: GREENCE AND ANNUAL AGGREGATE,

#### This is a Policy of Excess insurance issued by the Company to the pertyle) named in the declarations (hereafter reterred to as the "Insured")

- WHEREAS, THE program of a control of source control of the control of source control of the control of the decided are switch policies, in Ludina innerwals or tepin leftents the feet of the control of the contro against and state of problems, will build immediate the following control of the same design are herein delied the designated under a building control of the same delivers of the same delivers of the same delivers of the same delivers of the same delivers.
- **B. NOW,** in  $\{P_{a_{i}}\}_{i=1}^{n}$ ,  $\{j_{i}\}_{i=1}^{n}$  in the insuring in a 12 hardon and 12 hardon and 12 hardon and 14 hardon and 15 har and the argument specifical inches 3 (Description of Belove in linear less)
- The inerconnectioning it the Brown, show followings of the discontrol index, in a constant of the discontrol index, in a constant of the discontrol index of the discontrol in norminal induces on the exemplified the annual of the excess loss becomes certified the michael the Ideal scanning of perfections are more than the section of the fixed the majorant and the fixed the majorant and the fixed the majorant and the fixed the majorant of the fixed the fixed than the fixed the fixed than the fixed than the Company will be fixed that fixed the fixed that the fixed tha upon request of the insured, pay such amount to the claimant on behalf of the insured. 2- the insurance attribed by this Policy shalf not apply to any expenses insurance is proyided in the designated underlying insurance, (3) where amended by endorsement attached herato
- The premium for this Policy is the amount stated in item 4 of the declarations and is payable upon delivery of this Policy

- $\boldsymbol{\theta}_{ij}$  . The Constraint of the second constraint of the space  $\boldsymbol{\eta}_{ij}$  of the second constraint of the second co as Soor as Machical, e
- F. This Policy may be can elled by the Named Insured by same distinctioning Company written may of its authorized agents, or by making to the Company written mode studing when thereafte the Cancellation shall be effect as index granted of sour figures event of cancellation or itemination of the disk granted of the individual source of the disk granted of source of the individual source of the individualy source of the individual source of the individual source of the ed " : Diec, 10 wh od

If the Name I insured concels, earlied tremillins shall be computed in across annew with the outstomary, short rate tables, and procedure in the Computer Computer with the constitution shall be computed promital. From an outstands may formable other at the time concentions believed on as soon as part 150 directionable, but payment or tender of unearred premium is not a constitution of contraction. cark enamon

If this Policy insures more than one insured, cancellation may be affected by the list of such Named insureds as named in the declarations for the account of all insureds, and notice of cancellation by the Company to such first Named insured shall be notice to all insureds. Payment of any ungerned pretriout to such Named Insured Shall be for the account of all insureds.

If the period of the designated underlying insurance is not concurrent with the terms of this Policy, it is agreed that for the purpose of determining the Company's liability for loss in excess of the aggregate limits where applicable, of the designated underlying insurance, only loss happening during the term of this Policy shall be included.

#### NUCLEAR ENERGY LIABILITY EXCLUSION

#### This Policy does not easily:

Under any Liability Coverage to podily injury or property damage



- (1) with respect to which an insured under the Poico's also an insured under a number energy liability Poico's issued by Nuclear Energy Elability Insurance Association. Mutual Aprilia Energy Liability Underwritors, or Nuclear Insurance Association of Canada or would be an insured under any such Poico but for its termination upon exhaustion of its limit of flability, or
- '2" result no from the nazardous properties of nuclear material and with respect resulting from the hazardous properties of nuclear material and with respect to which all any gerson or organization as required to maintain financial/pro-tection pursuant to the Atomic Energy Act of 1954 or any law emendatory hereof or 10th the financial so final this Policy not been assured would be, an-tituded to indemnity from the United States of America, octany agency thereof, under any agreement entered into by the United States of America, or any agency thereof with any parson or organization.
- Under any Mactical Payments Coverage, or under any Supplementary Payments provision relating to list aid, to expenses incurred with respect to bodiev injury resulting from the hazardous properties of nuclear material and analog out of the operation of a nuclear facility by any person or organization.
- Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of muclear material, if:

  11 no nuclear material refers at any nuclear facility owned by, or operated by or on Dehalf of, an Insured, onto has been discharged or dispersed therefrom.
  - (2) the nuclear marenal is contained in spent fuel br weste at any time possessed handled, used, processed, stored, transported or disposed of by or on behalf of an insured, or
  - (3) the Bodily injury or property demage arises out of the furnishing by an Insured of services inversels, parts or equipment inconnection with the planning, construction, maintenance, operation or use of any nuclear facility, but it such facility is located within the United States of America, its territories or possessions or Cariotte insectious of 31 applies only to properly demage to such nuclear facility and any property thereat.

#### As used in this Evalu

- (1) "Hazardous properties" include radioactive, toxic, or explosive properties.
- (2) "Nuclear material" means source material, special nuclear material or ovproduct material:
- (3) "Source material", "special nuclear material" and "byproduct material have the meanings given them in the Atomic Energy Act of 1954 or main law amendatory thereof.
- (4) "Spent fuel" means any fuel element or fuel component solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- (5) "Waste" means any waste material (a) containing byproduct material other than the failings or wastes produced by the extraction or concentration of uranium or thinium from any one processed primarily for 15 source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under necessary (8) (4) or (4) thereof. paragraph (5) (a) or (b) thereof;
- (8) "Nuclear facility" means (a) any nuclear reactor, (b) any equipment or device designed or used for (i) separating the isotopes of uranium or piutonium. (ii) processing or unitating spent fuel or (iii) handling, processing, or packaging waste (of any equipment or device used for the processing, fabricaing alloying of special nuclear material if at any time the lotte amount of such material in the dustody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of putonium or uranium 239 or any combination thereof, or more than 250 grams of unitations. Death, exclusion, premises or place prepared or used for the storage or disposal of waste, and tell includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations.
- "Property damage" includes all forms of radioactive contamination of prop-

Harry E. Hoyt

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## California Union Insurance Company

3700 Wilshire Boulevard, Ste. 520 Los Angeles, California 90010 (213) 480-4830 Telex 587-437 ATTACHED TO AND FORMING PART OF POLICY NO. 2CX 00 79 14

EFFECTIVE DATE APRIL 1, 1985

NAMED INSURED MONSANTO COMPANY, ET AL

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at 3700 Wilshire Boulevard, Ste. 520, Los Angeles, California 90010 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

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California Union Insurance Company Los Angeles CA 90010		ENDORSEMENT  NO 6 TO POLICY NO ZCX 00 79 14
-		EFFECTIVE DATE APRIL 1, 1985
NAMED INSURED	MONSANTO COMPANY, ET AL	ADDITONAL     PREMIUM \$ INCLUDED
		□ RETURN

## ASBESTOS EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY ARISING PRIOR TO, DURING AND/OR SUBSEQUENT TO THIS POLICY PERIOD, AND/OR THE REDUCTION OF ANY UNDERLYING AGGREGATE LIABILITY LIMITS, RESULTING FROM:

- (1) EXPOSURE TO ASBESTOS IN ANY FORM, AND/OR,
- (2) MANIFESTATION OF ANY ASBESTOS RELATED INJURY, INCLUDING (BUT NOT LIMITED TO) ASBESTOSIS, MESOTHELIONA, AND/OR BRONCHOGENIC CARCINOMA.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

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	California Union Insurance Company Los Angeles CA 90010	ENDORSEMENT				
		NO 5 TO POLICY NO. ZCX 00 79 14				
		EFFECTIVE DATE APRIL 1, 1985				
NAMED INSURED	MONSANTO COMPANY, ET AL	ADDITONAL PREMIUMA INCLUDED				
		PREMIUM \$ INCLUDED				

## POLLUTION EXCLUSION - ABSOLUTE

THIS POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTANIMANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

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* : 3	California Union Insurance Company Los Angeles CA 90010	ENDORSEMENT
		NO 4 . TO POLICY NO 2CX 00 79 14
		EFFECTIVE DATE APRIL 1, 1985
NAMED INSURED	MONSANTO COMPANY, ET AL	☐ ADDITONAL
		PREMIUM 5. INCLUDED  RETURN

## AGENT ORANGE LIABILITY EXCLUSION

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO LIABILITY OF ANY KIND ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE, COMPOSED OF 2, 4-D AND 2, 4, 5-T AND CONTAINING DIOXIM (TCDD). THE COMPANY SHALL HAVE NO DUTY OF ANY KIND WITH RESPECT TO ANY CLAIM OR SUIT WHICH SEEKS, IN WHOLE OR IN PART, DAMAGES OR ANY OTHER RELIEF ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE.

IT IS FURTHER AGREED THAT AGGREGATE LIMITS OF LIABILITY IN ANY UNDERLYING INSURANCE OR SELF-INSURED RETENTION SHALL NOT, AS RESPECTS COVERAGE PROVIDED HEREUNDER, BE REDUCED BY LOSSES ARISING OUT OF THE PRODUCTS LISTED IN THE FIRST PARAGRAPH HEREOF.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

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· · · · · · · · · · · · · · · · · · ·	California Union Insurance Company Los Angeles CA 90010	ENDORSEMENT
		NO. 3 TO POLICY NO ZCX 00 79 14
		EFFECTIVE DATE APRIL 1, 1985
NAMED INSURED	MONSANTO COMPANY, ET AL	C ADDITONAL PREMIUM S : INCLUDED
		- RETURN

### FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

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MONSANTO COMPANY, ET AL

Los Angeles CA 90010

California Union Insurance Company

☐ ADDITONAL

PREMIUM \$ INCLUDED

☐ RETURN

# WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA. TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

MONS 159303

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	California Union Insurance Company Los Angeles CA 90010	ENDORSEMENT			
		NO. 1 TO POLICY NO ZCX 00 79 14			
	· · · · · · · · · · · · · · · · · · ·	EFFECTIVE DATE APRIL 1, 1985			
NAMED NSURED	MONSANTO COMPANY, ET AL	- ADDITONAL			
		PREMIUM S. INCLUDED  D RETURN			

# ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

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California Union Insurance Company

Los Angeles, California

A STOCK INSURANCE COMPANY (herein called "the Compeny")

POLICY OF EXCESS INSURANCE

**DECLARATIONS** zcx 00 79 15

NAMED MEUNED

MONSANTO COMPANY, ET AL (PER UNDERLYING INSURANCE)

MAK ING **ADDMESS** 

800 NORTH LINDBERGH BLVD. ST. LOUIS, MISSOURI 63167

POLICY PERIOD: From \_\_\_4-1-85

4-1-86

Ta

At 12 01 A.M. Standard Time at the address of the framed Insured as stated herein

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

BOSTON, MASS. ORNS

Item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)

Policy Number(s)

Policy Period(s)

UNDERWRITERS AT LLOYDS LONDON AND VARIOUS COMPANIES

TO BE ADVISED

4-1-85 TO 4-1-86

Itom 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$100,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF PRIMARY LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE - EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 2,000,000.

PART OF \$50,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM -

\$10,000. FLAT ANNUAL

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## This is a Policy of Excess insurance issued by the Company to the portytel named in the declarations (hereefter referred to as the "Insured")

- A. WHEREAS, THE designated underlying insurans have insued to the insured colors of insurance hated in item 1 (Designated underlying insurance) of the populars, including revenues for representations when the provides, including revenues for representancements thereof on interest ones, and horizing causal the designated underlying insurance the violation of the insurance described in item 2 (Description of Designated Enderlying its vialual of the departs one.)
- 4. ROW, it is Points is to indemnify the Insured in accordance with the applicable outling authority exclusions and conditions of the designated underlying in su specific discless, risk as specified in from 3 (Description of Excess insurance) of the dentitations.
- C. The inequance alterged by the firright shall follow that of the resignated underlying instraints excect. It anything in this Pot., or the designated underlying instraints in the instruction of the provided of the activities and register that in the obligated to use time register of the activities of any claim of such that pot applies on operating instructed against the fraction but the Company shall have the right and be liver the lipbullion to associate with the triving of instruction that positive the Company shall cooperate or control of any crism is suit or proceeding, which appears reasonably with to involve the Company, in which event the instruct and the Company shall cooperate in all this solid proceeding, but no obligation shall be incurred on behalf of the Company without its consent being list obtained makever in the event that he amount of the excessioss becomes certain a their through that court judgment or agreement amount of excessioss to the cament to effect settlement and, upon submission of due proof thereof, the Company will indemnify the Insured for such payment, or the Company will, upon reducation the thisties and call of the thisties and call the claimant on behalf of the nisured can such payment, or the Company will, upon reducation the thisties as such amount to the claimant on behalf of the insurance afforded by this Policy shall not apply to any expenses for which insurance is grow ded in the designated underlying insurance. (3) where amended by endorsement attached hereto
- D. The premium for this Policy is the amount stated in Item 4 of the deciarations and

- The Company shall be fund shed with course of design and during the same and all enginements thereto wo child any manner arrors the club of as soon as practicable.
- Fig. This Policy may be can elled by the Named Insured by surrenger thing from a Company or any of its authorized agents, or by metring to the Company in ordered however, that in the event of cancertation shall be effective. The judgets however that in the event of cancertation is retirementation of the gas grised unitary stg. Authorized by 16, the same time without notine to the time set gas first policy and to shall least 10 apply 16, the same time without notine to the time set, as first policy and to the time set, as first policy and to the time set, as first policy and to the time set, as first name time, the company by mainting to the furner process and gwithing the set as forces that their 30 days the end of this Policy as there put yielded on text-10 days not be for non payment of original to the first of cancertation stated in the notice shall become the end of this Policy as the end of cancertation stated in the notice shall become the end of this Policy as the day succeeding to making.

If the Named Insured cancels, served blamfulms shall be computed in accordance with the customary short rate tables and procedure if the Company cancels, sarried premiums shall be computed pro tata. Premium structures to be made either at the time connectation set effected or as soon as practuable interestated but payment or tender of unestried premium is not a condition of cancellation.

If this Policy insures more than one insured, cancellation may be effected by the first of such Named insureds as named in the declarations for the actionn of all insureds, and notice of cancellation by the Company to such first Named insured shall be notice to all insureds. Payment of any unearned gramium to such first Named Insured shall be for the account of all insureds.

if the period of the designated underlying insurance is not concurrent with the terms of this Policy, it is agreed that for the purpose of determining the Company's liability for loss in ascess of the aggregate limits where applicable, of the designated underlying insurance, only loss happening during the term of this Policy shall be included.

#### NUCLEAR ENERGY LIABILITY EXCLUSION

#### This Policy does not apply:

- s. Under any Liability Coverage to bodily injury or property damage
  - 11. with respect to which an insured under the Policy is also an insured under a nuclear energy nability Policy issued by Nuclear Energy Liability Insurance Association. Mutual Atomic Energy Liability Underwriters or Nuclear Insurence Association of Canada, or would be an Insured under any such Policy but for its reministion upon exhaustion of its rimit of fieldlifty, or
  - (2) resulting from the hazardous properties of nuclear material and with respect to which rations person or organization is required to maintain financial projection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or fol the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement antered into by the United States of America, or any agency thereof with any person or organization.
- b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid to expense incurred with respect to book what resulting from the hazardous properties of nuclear material and arising out of the operation of a nucleal facility by any person or organization.
- Under any Linkillay Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
  - from the inizal dous properties of nuclear material, is to the nuclear material is at any nuclear facility owned by, or operated by or on penaltion, an initiated, or its has been discharged or dispersed therefrom.
  - (2) the nuclear material is contained in spant fuel or waste at any time post-served handled used, processed, stored, transported or disposed of by or of behalf of an insured, or
  - (3) the bodil, inputy of property damage arrises out of the furnishing by an insured of services materials, parts or equipment in connection with the praining construction maniperance, observation or use of any nuclear facility, but it such tacklity is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility, and any property thereal.

#### d. As wood in this Explosion

- (f) "Hazardous properties" include radioactive, loxid, or exclosive properties,
- "Nuclear material" means source material, special nuclear material of byproduct material.
- 13) "Source material" "special nuclear material and byproduct material" have the meanings given them in the Atomic Energy Act of 1964 or in an law amendatory thereof.
- (4) "Spent fuel" means any fuel element or fuel component solid or liquid, which has been used or exposed to rediction in a nuclear reactor.
- (5) "Weste" means any weste material (a) containing byproduct material other than the tellings or wastes produced by the extraction or concentration of uranium or thorium from any die processed primerry for its source material content, and (b) resulting from the operation by any person or organization of any microar facility included within the definition of nuclear facility under paragraph (6) (a) or (b) thereof,
- pakagraph for lay or for inservor.

  (8) "Nuclear facility" means (a) any nuclear reactor, for any equipment or device designed or used for its separating the isotopes of uranium or butchium. In processing or utilizing spent fluer or finit handling processing or darkaging waste for any equipment or device used for the processing laboricating or alloying of special nuclear materiat if at any time the total amount of such materiat in the custods of the insured at the premises where such equipment or device is located consists of or contains more than 25 grains or our own or uranium 233 or any combination thereof or more than 250 grains of uranium 233, (b) any situations, besin, excavation, premises or place processed for the storage or disposal of waste, and terinoculars the 5 to nuclear any of the foregoing is located, all operations conducted on such is tell and all premises used for such operations.
- 17i "Nicelear reservor" means any apparatus designed or used to sustain nuclear floolen in a conf-supporting chain resettion or to contain a critical mass of fisalemeble reservoir.
- (B) "Property damage" includes all forms of radioactive contamination of prop-

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## California Union Insurance Company

3700 Wilshire Boulevard, Ste. 520 Los Angeles, California 90010 (213) 480-4630 Telex 687-437 ATTACHED TO AND FORMING PART OF POLICY NO. 2CX 00 79 15

EFFECTIVE DATE APRIL 1, 1985

NAMED INSURED MONSANTO COMPANY, ET AL

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at 3700 Wilshire Boulevard, Ste. 520, Los Angeles, California 90010 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insurad or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada,

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	California Union Insurance Company Los Angeles CA 90010	ENDORSEMENT			
	•	NO 6 TO POLICY	NO. ZCX 00 79 15		
		EFFECTIVE DATE APRIL 1, 1985			
NAMED INSURED	HONSANTO COMPANY, ET AL	☐ ADDITONAL	PEAGUANA TRICLUDED		
		☐ RETURN	REMIUM \$ INCLUDED		

# ASBESTOS EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY ARISING PRIOR TO, DURING AND/OR SUBSEQUENT TO THIS POLICY PERIOD, AND/OR THE REDUCTION OF ANY UNDERLYING AGGREGATE LIABILITY LIMITS, RESULTING FROM:

- (1) EXPOSURE TO ASSESTOS IN ANY FORM, AND/OR,
- (2) MANIFESTATION OF ANY ASBESTOS RELATED INJURY, INCLUDING (BUT NOT LIMITED TO) ASBESTOSIS, MESOTHELIOMA, AND/OR BRONCHOGENIC CARCINOMA

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

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Section 5 5 15	California Union Insurance Company Los Angeles CA 90010		ENDORSEMENT			
			NO. 5 TO POLICY NO. ZCX 00  EFFECTIVE DATE APRIL 1, 198			
NAMED INSURED	MONSANTO COMPANY, ET AL	۵	ADDIT	ONAL	PREMIUM 3 INCLUDED	
		٥	RETUR	N	PREMIUM 3	

# POLLUTION EXCLUSION - ABSOLUTE

THIS POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

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California Union Insurance Company Los Angeles CA 90010		ENDORSEMENT NO. 4 TO POLICY NO ZCX 00 79 15			
	EFF	ECTIVE	DATE.	APRIL 1, 1985	
MONSANTO COMPANY, ET AL	0	ADDIT	ONAL	PREMIUM \$ INCLUDED	
		RETU	RN	PREMIUM \$	
	California Union Insurance Company Los Angeles CA 90010  MONSANTO COMPANY, ET AL	California Union Insurance Company Los Angeles CA 90010  NO  EFF  MONSANTO COMPANY, ET AL	California Union Insurance Company Los Angales CA 90010  NO 4  EFFECTIVE  MONSANTO COMPANY, ET AL	California Union Insurance Company Los Angeles CA 90010  NO. 4 TO PO  EFFECTIVE DATE.  MONSANTO COMPANY, ET AL	

# AGENT ORANGE LIABILITY - EXCLUSION

IT IS AGREED THAT THIS POLICY, DES NOT APPLY TO LIABILITY OF ANY KIND ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE, COMPOSED OF 2, 4-D AND 2, 4, 5-T AND CONTAINING DIOXIM (TCDD). THE COMPANY SHALL HAVE NO DUTY OF ANY KIND WITH RESPECT TO ANY CLAIM OR SUIT WHICH SEEKS, IN WHOLE OR IN PART, DAMAGES OR ANY OTHER HELIEF ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE.

IT IS FURTHER AGREED THAT AGGREGATE LIMITS OF LIABILITY IN ANY UNDERLYING INSURANCE OR SELF-INSURED RETENTION SHALL NOT AS RESPECTS COVERAGE PROVIDED HEREUNDER, BE REDUCED BY LOSSES ARISING OUT OF THE PRODUCTS LISTED IN THE FIRST PARAGRAPH HEREOF.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

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California Union Insurance Company Los Angeles CA 90010	ENDORSEMENT  NO. 3 TO POLICY NO. 2CX 00 79 15  EFFECTIVE DATE APRIL 1, 1985		
NAMED MONSANTO COMPANY, ET AL	☐ ADDITONAL		
·	- RETURN	PREMIUM \$ INCLUDED	

## FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED NAY DURING THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

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California Union Insurance Company

Los Angeles CA 90010

# **CAL UNION** ENDORSEMENT NO. 2 TO POLICY NO. ZCX 00 79 15 EFFECTIVE DATE ... APRIL 1, 1985

# NAMEO INSURED MONSANTO COMPANY, ET AL ☐ ADDITONAL PREMIUM S INCLUDED ☐ RETURN

# WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

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	California Union Insurance Company Los Angeles CA 90010		ENDORSEMENT NO. 1 TO POLICY NO. 2CX 00 79 15		
		EFFECTIVE DATE APRIL 1, 1985			
NAMED INSURED	MONSANTO COMPANY, ET AL	0	ADDITONAL	INCLUDED	
		<b>a</b>	RETURN	PREMIUM \$TRUIDIZED	

# ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/5/85

ZZ 1L71a Ptd in U.S.A.